TRANSCRIPT OF RECORD.

SUPREME COURT OF THE UNITED STATES.

No. ~~544~~ 89

THE CHICAGO AND NORTHWESTERN RAILWAY COMPANY,
PLAINTIFF IN ERROR,

vs.

DARIUS FULLER.

IN ERROR TO THE SUPREME COURT OF THE STATE OF IOWA.

FILED DECEMBER 15, 1871.

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Be it remembered that, on the 22d day of December, A. D. 1870, there was filed in the office of the clerk of the supreme court of Iowa, a transcript in words and figures following:

1 STATE OF IOWA, *Marshall County, ss:*

Pleas before the district court of Iowa, at a term begun and holden in the county of Marshall, on the day of A. D. 1870, before the Hon. Dan. D. Chase, judge of the 11th judicial dist. of the State of Iowa.

Be it remembered, that heretofore, to wit, on the 11th day of Jan., A. D. 1870, a petition was filed in the office of the clerk of the district in and for the county of Marshall, in words and figures following to wit:

Petition.

In district court, Marshall County, State of Iowa.

DARIUS FULLER
vs.
THE CHICAGO AND NORTHWESTER' RAILWAY CO.

The petition of Darius Fuller, the plaintiff, claims of the Chicago and Northwestern Railway Company, the defendant, the sum of four hundred and ninety-nine dollars, ($499.00,) and for cause of such claim the plaintiff avers the said defendants were, on the 1st day of January, 1868, a railroad co., and running and operating a railroad from Chicago, in the State of Illinois, to Marshalltown, in the State of Iowa, and a corporation, and doing business under the name and style in which they are now sued.

2 2nd. This plaintiff further avers that he is and was a merchant and dealer in furniture at Marshalltown, in the State of Iowa, on the 21st day of May, 1868, and at that time he caused to be shipped at the city of Chicago, in the State of Illinois, to Marshalltown, in the State of Iowa, to his own address, the following goods, wares, and merchandise, to wit: Three bales (3 bales) stands; two extension tables; two cases of leaves; three wash-stands; one bale-stand backs; one bale centre-table tops, weighing 2,200 pounds, over the defendant's railroad, then run and operated by them from Chicago, Illinois, to Marshalltown, Iowa, for which the plaintiff undertook to pay the ordinary rate and tariff of freight and fare for the services of the defendant in transporting the same from Chicago, Illinois, to Marshalltown, Iowa; and the defendants received said goods, the same being unfinished furniture, and what is known as knock-down furniture, and the defendant had, previous to that time, fixed a rate of freight and fare for transporting that class of goods from Chicago, Illinois, to Marshalltown, Iowa, and the price and rate of fare then fixed by the defendants and posted up at Chicago, Illinois, for carrying goods of that kind and class, was

3 $1.10 per hundred pounds, between said two respective points; yet, nevertheless, the said defendants, on the 26th day of May, 1868, when said goods arrived at Marshalltown, Iowa, wrongfully, wilfully, *and* charged, demanded, collected, and received a greater rate, freight, fare, and tariff for transporting said goods from Chicago, Illinois, to Marshalltown, Iowa, than that fixed by them in their rate of

fare and freight for carrying goods of that class, to wit, double the amount of the price fixed, to wit, two dollars and twenty cents per hundred pounds, when the rate of fare and freight for that class of goods was only one dollars and ten cents per hundred pounds as aforesaid; and did willfully and unlawfully receive from the plaintiff the sum of $49.28 for transporting said goods weighing only 2,200 pounds, from Chicago to Marshalltown, whereby the defendant became liable and did incur & become indebted to the plaintiff for the sum of $200.00 for the penalty imposed by statute, to wit, section 2 of chapter 169, of an act entitled, An act in relation to the duties of railroad companies, which said penalty the defendants wrongfully neglect and refuse to pay the plaintiff, and wilfully and wrongfully neglect and refuse to
4 pay the sum of 24.64 received by them willfully and unlawfully over and above the regular and ordinary charges for carrying said goods. Thereby the plaintiff has sustained great damages.

Count second.

The plaintiff for further cause of action against the said defendant, shows unto this court that, during the entire year of 1868, the defendant was a railroad company and a corporation, acting and doing business in the name in which it is sued, and running and operating a railroad from Chicago, Illinois, westerly, through Marshalltown, Iowa, and engaged in transporting passengers and freight between these points. Your petitioner avers that, shortly before the 2nd day of June, 1868, he caused to be shipped over the defendant's railroad at Chicago, Illinois, to Marshalltown, Iowa, the following merchandise, consigned to the plaintiff at Marshalltown, Iowa, to wit: 3 bales of washstands; 1 bale of backs for washstands, the same being what is denominated knock-down, and unfinished furniture, and the weight of said merchandize was 160 pounds, and the rate of fare and freight fixed by the defendant for carrrying and transporting goods of that class from Chicago, Illinois, to Marshalltown, Iowa, as their rate was $1.10 per hun-
5 dred pounds; yet the plaintiff charges the defendant wrongfully and wilfully charged, demanded, and received from the plaintiff the sum of three $\frac{60}{100}$ dollars as freight and fare for carrying and transporting said goods from Chicago, aforesaid, to Marshalltown, aforesaid, the same being $1.84 in excess of the amount of freight they had a lawful right to charge; whereby they became indebted to and liable to pay to the plaintiff a penalty of not more than two or less than one hundred dollars for wilfully receiving a greater rate of fare and freight than that previously fixed by them, as the rate for carrying goods of that class; and the defendant has neglected and refused to pay said penalty or any part thereof, as well as the sum of 1.84 overcharges for transporting said goods; and defendant is now justly indebted to the plaintiff for each of said sums, interest, & costs.

Count 3rd.

The plaintiff, for further cause of action against the defendant, avers that the said defendant is a railroad company as aforesaid, and was engaged in running and operating its railroad from and between Chicago & Marshalltown during the entire year of 1868, and are and were a corporation doing business in the name and style in which they
6 are sued. The plaintiff charges that, a few days prior to the 6th day of June, 1868, the plaintiff caused to be shipped by the de-

fendant over the defendant's railroad, then run and operated by the defendant, from Chicago, Illinois, to Marshalltown, Iowa, the following goods and merchandise consigned to and belonging to the plaintiff, to wit: 3 wash-stands and 1 bale stand-backs, 8 extension tables, and 8 cases of leaves for tables; which said goods were unfinished furniture and known and denominated knock-down and unfinished furniture, and the same was shipped from Chicago to Marshalltown to the plaintiff, and transported & carried by the defendant, and the weight of the same was 1,300 pounds; and the rate of fare then fixed and established for carrying that class of goods was $1.00 per hundred from Chicago to Marshalltown for the freight & fare for transporting either knock-down or unfinished furniture, and said goods arrived at Marshalltown, on or about June 6th, 1868, when the said defendant wrongfully and wilfully demanded, collected, and received from the plaintiff the sum of $29.15 for carrying and transporting said goods from Chicago to Marshalltown,
being the sum of $17.15 more than the rate of fare usually
7 charged by them, and that sum more than the rate of freight and
fare fixed by them as their rate for carrying that class of goods between said points; and the defendant thereby became liable to the plaintiff for a penalty of from one to two hundred dollars for receiving a greater rate of fare and freight for carrying goods of that class then fixed by defendant by their rates of freight & fare; and also became liable for the sum of $17.15 collected and received wilfully as aforesaid in excess of freight and fare for goods of that class. Plaintiff alledges said sum has not been paid, or any part thereof; and the same, with interest from June 6th, 1868, is now due and owing the plaintiff; and he has sustained great damage by the failure of the defendants to pay the same, and therefor' brings suit.

Count 4th.

This plaintiff, for further cause of action against the defendant, charges and avers that, during the entire years of 1867 & 1868, the defendant was and now is a corporation and railroad company running and operating a railroad through the State of Iowa, and from Chicago, Ill., to Council Bluff's, Iowa, and passing through Marshalltown, in the State of Iowa; and it became the duty of the defendant under an
act entitled An act in relation to the duties of railroad
8 companies, passed by the general assembly of the State of Iowa, April 8th, 1862, in the month of Sept. of each year, to fix a rate of fare and freight per mile for transporting of merchandise of the 1st, 2nd, 3rd, and 4th grades of freight; & on the 1st day of October, following, to put up at all its stations and depots on its road a printed copy of such fare and freight, and cause a copy to remain posted during the year; and for willfully neglecting so to do, or for receiving a higher rate of fare or freight than there posted, the defendant or any such company, shall forfeit not less than one or more than two hundred dollars to any person injured thereby and sueing therefor. Your petitioner avers that the defendant wilfully neglected, in the month of Sept., 1867, to fix a rate of freight and fare for transporting merchandise over its road per mile; and willfully neglected to put up the same on the 1st day of Oct., 1867, at all their stations & depots on its road; that Marshalltown is and was a station and depot on said defendant's road, receiving and delivering a large amount of freight and merchandise daily, and kept by the defendant, and a station and depot has been daily kept open by the defendant at Marshalltown, Iowa, during all of said

9 time, during the years 1867 & 1868; and the plaintiff is a merchant residing near said station; and, during the months of May & June, 1868, shipped from Chicago, in the State of Illinois, a large amount of goods, wares, and merchandise over said defendant's road to Marshalltown, in the State of Iowa; and the defendant carried and transported and delivered at Marshalltown, Iowa, a large quantity of unfinished and knock-down furniture; & the rate of freight fixed for transporting the same was $1.10 per hundred pounds from Chicago to Marshalltown, as aforesaid, for all knock-down or unfinished furniture. Yet, so it is, that, by the willful neglect of the defendants to post up and keep posted up the said rate of fare and freight at their depot at Marshalltown, Iowa, as by law required, said rate of fare and freight on that class of goods, the plaintiff was compelled to pay, & the defendant willfully demanded & received, $41.00 in freight, over and above the rate fixed for carrying that class of goods, which plaintiff paid, on account of the neglect of the defendant in posting and keeping posted the rates of freight and fare as aforesaid; and the plaintiff was injured thereby, and sues for the penalty of $200.00 he is entitled; and the defendants became and are liable to pay plaintiff $200.00 by rea-
10 son of their willful neglect, and therefore brings suit; which sum is due & owing to the plaintiff from defendant, with interest thereon.

The plaintiff prays judgment for $299.00 damages, for all the counts in this petition, and costs.

BOARDMAN, BROWN AND WILLIAMS,
Attorneys for Plaintiff.

Filed Jan. 11th, 1870.

H. P. WILLIAMS, *Clerk.*

And afterwards, to wit, Jan. 31st, 1870, original notice was filed in said cause, *in* which said notice in words & figures following, to wit:

Original notice.

In the district court.

STATE OF IOWA, *Marshall County, ss:*

DARIUS FULLER
vs.
C. AND N. W. R. R. CO.

To the Chicago and Northwestern Railway Company:

You are hereby notified that, on or before the 15th day of Jan., 1870, a petition will be filed by said plaintiff, Darius Fuller, in the office of the clerk of the district court of said Marshall County, Iowa, claiming of you $499.00 for willfully receiving a greater rate of fare and freight than fixed and posted up in your depot for carrying merchandise, to wit, furniture known as knock-down and unfinished furniture, and
11 for willfully neglecting to post, upon the 1st of Oct., in year 1867 & 1868, at your depot, Marshalltown, Iowa, the rate of fare and freight for transporting merchandise, and for illegal freight paid to you and overcharged; and that, unless you appear thereto, and defend, before noon of the second day of the next term of said court, commencing on the 4th day of April, 1870, default will be entered against you, & judgment rendered thereon.

Dated this 10th day of Jan., 1870.

DARIUS FULLER, *Plaintiff.*

BOARDMAN, BROWN AND WILLIAMS, *Atty's.*

This notice came into my hands Jan. 10th, 1870, and the same was served Jan. 13th, 1870, by reading the within & delivering to C. C. Lytle a true copy thereof in Marshalltown, Marshall County, Iowa, he being station ticket-agent at Marshalltown, Iowa, and in the employ of the within-named defendant.

J. L. HERBERT,
Sheriff Marshall County, Iowa.
FRANK HAMILTON,
Deputy.

Fees: Service, 50; copy, 20; mileage, 10—80 cents.

And, afterwards, to wit, April 6th, 1870, defendant filed an answer in said cause; which said answer in words & figures following, to wit:

Answer.

In the district court, April term, A. D. 1870.

STATE OF IOWA, *County of Marshall:*

12 DARIUS FULLER
vs.
THE CHICAGO AND NORTHWESTER' R. R. Company.

Comes now the defendant, by Henderson Brothers and Merriman, its attorneys, and answering the petition of the plaintiff in the above cause, filed for answer thereunto, says:

FIRST DEFENCE.

1st. The defendant admits it is a corporation running and operating a railway between Chicago, in the State of Illinois, and Marshalltown, in the State of Iowa, as alleged in said petition.

2nd. The defendant admits that, on the 21st day of May, 1868, and shortly before the 2nd day of June, 1868, the plaintiff caused to be shipped from Chicago, Illinois, to Marshalltown, Iowa, the several descriptions of goods, wares, and merchandise mentioned and referred to in the first, second, and third counts of plaintiff's petition, but denies that the same, or any part thereof, were known and denominated as knock-down or unfinished furniture.

3rd. The defendant denies each and every allegation in said petition contained, not hereinbefore expressly admitted.

SECOND DEFENCE.

13 And, further answering said petition, the defendant shows to the court that it is, and at the time when said goods & property mentioned and referred to in said first, second, and third counts of plaintiff's petition were shipped, to wit, in & during the months of May and June, 1868, and during all the time from June, 1867, until the commencement of this suit, was, a corporation, duly organized under a charter act of incorporation, passed by the general assembly of the State of Illinois, having its principle place of business and residence in the city of Chicago, in the State of Illinois; that the said goods, wares, and merchandise mentioned and referred to in first, second, & third

counts of said petition, were carried and transported by the defendant, from the city of Chicago, in the State of Illinois, to Marshalltown, in the State of Iowa; that that part of the said road over which said goods, wares, and merchandise were transported by the defendant, in the State of Iowa, to wit, from the city of Clinton to the city of Cedar Rapids, in the State of Iowa, is owned by the Chicago, Iowa, and Nebraska Railroad Company, and is only operated by the said defendant as les'ee of said railroad company, and that that part of the road over which said goods were transported from said city of Cedar Rapids to Marshalltown aforesaid, is owned by the Cedar Rapids and
14 Missouri River Railroad, and is only operated by the defendant, as the les'ee of said Cedar Rapids and Missouri River Railroad. That defendant is not a corporation organized under the laws of the State of Iowa, and does not reside in the State of Iowa—nor has defendant ever been a corporation so residing or organized under the laws of the State of Iowa; that defendant is not an owner of, or in any manner interested in, either of said railroads only as the les'ee of the owners of such roads; and that the act of the 9th general assembly of the State of Iowa, referred to in said plaintiff's petition, under which said suit is brought to recover said several penalties and overcharges as claimed in said petition, and the act of the 12th general assembly, chapter 172, are not applicable to the defendant as to the matters in controversy in this suit; and so the defendant says that defendant is not liable to the plaintiff for the sum of four hundred and ninety-nine dollars, damages, as claimed by said plaintiff, for all the counts in said petition, nor for any other sum or penalty whatever. Wherefor' defendant prays judgment against said plaintiff for its costs in this behalf expended, and that it may go hence without delay.

15 THIRD DEFENCE.

And, further answering the petition of the said plaintiff, this defendant shows to the court, *that court*, that the defendant is a corporation, having its principel place of business and residence at Chicago, in the State of Illinois, and operating a continuous line of railroad, as lessee, from said Chicago to the Missouri River, in the State of Iowa, and keeping an office and station at Marshalltown, Iowa, for receiving passengers, freight, and property carried and *and* transported within the State of Iowa, and from one State to another State over said line of railroad; that said defendant was operating said line of railroad in and during all of the months of May & June, 1868; that the goods, wares, and merchandize, mentioned and referred to in the said first, second, and third counts of plaintiff's petition, were, on or about the several days and date referred to, and mentioned in said counts, shipped from Chicago, in the State of Illinois, to be carried over defendant's line of road, and delivered to said plaintiff, as consignee, at Marshalltown, Iowa; that, by the Constitution of the United States, exclusive power is given to the Congress of the United States to regulate
16 commerce among the several States; that the act of the general assembly of the State of Iowa, referred to in plaintiff's petition, and that the act of the 12th general assembly of the State of Iowa, amendatory thereto, and under & by virtue of which the plaintiff brings his said suit, so far as the same may be applicable to the matters in controversy in this suit are unconstitutional and void, & repugnant to the Constitution of the United States & the laws of Congress passed thereunder; that plaintiff cannot, therefore, have and maintain this his

action against this defendant. Wherefore defendant prays judgment against said plaintiff for its costs in this behalf expended, and that it may go hence without delay.

HENDERSON BROS. AND MERRIMAN,
Attorneys for Defendant.

Filed April 6th, 1870.

H. P. WILLIAMS, *Clerk.*

And afterwards, to wit, April 9th, 1870, plaintiff filed demur'er in said cause in words & figures following, to wit:

Demur'er.

In district court of Marshall County, Iowa, April, 1870.

DARIUS FULLER
vs.
C. AND N. W. R. R. CO.

1st. The plaintiff demurs specially to the second defence of this answer, and assigns these reasons.

17 (*a.*) The fact that defendant is a foreign corporation and lessee running a railroad in Iowa, does not operate to exempt it from the mandates and penalties of the statute.

(*b.*) The non-applicability of the law is mere opinion not sustained by allegations of fact.

(*c.*) Said defence plead to all the counts of the petition, yet has no pertinency to one of the counts.

(*d.*) The allegations therein can be proved (if true) under the first defence.

2nd. Plaintiff demurs especially to the third defence of the answer.

(*a.*) It is a repetition of the 2nd defence, with an opinion annexed as to the constitutionality of Iowa law.

(*b.*) The allegations as to non-residence, lessee, etc., cannot avail to exempt defendant from Iowa law.

(*c.*) No specific clauses of Iowa law are specified as being repugnant to Federal law.

(*d.*) The power to dictate to foreign corporations and lessees of railroads on what terms they may conduct business within our borders, has not been taken away by Federal law.

BOARDMAN, BROWN, AND WILLIAMS,
Attorneys for Plaintiff.

Filed April 9th, 1870.

H. P. WILLIAMS, *Clerk.*

18 And afterwards, to wit, April 9th, 1870, defendant filed objections to plaintiff' demur'er to answer in said cause, in words & figures following, to wit:

Objections to plaintiff' demur'er to answer.

District court, April term, A. D. 1870.

STATE OF IOWA, *Marshall County, ss:*

DARIUS FULLER
vs.
C. AND N. W. R. R. CO.

Comes now said defendant, by Henderson Bros. and Merriman, its

attorneys, and objects to plaintiff's demur'er to defendant's answer in this cause filed, and for cause thereof, states—

1st. That defendant's answer was filed on the 6th day of April, A. D. 1870, being the 2nd day of the present term of this court.

2nd. That said demur'er was filed, on the 9th day of April, 1870, being the 5th day of said term of said court, and not before noon of the 3rd day of the term of this court, as required by the statute in such case made and provided.

HENDERSON BROTHERS AND MERRIMAN,
For Defendants.

Filed April 9th, 1870.

H. P. WILLIAMS, *Clerk.*

And afterwards, to wit, Nov. 19th, 1870, this bill of exceptions was presented, & filed by order of the judge, this day made, is filed as of October 10th, 1870; which bill of exceptions is in words & figures following, to wit:

19 *Bill of exceptions.*

In district court, Sept. term, A. D. 1870.

STATE OF IOWA, *Marshall County, ss:*

DARIUS FULLER
vs.
C. AND N. W. R. R. Co.

1st. Be it remembered that, on this 10th day of Sept., A. D. 1870, being the 6th day of the said term of said court, the above-entitled cause coming on for trial before the court, & a jury duly empannelled to try said cause upon the issues presented in the pleadings in said cause, the plaintiff, to sustain the issues on his part, and the defendant, to sustain the issues on its part, introduced respectively the following named witnesses, who testified as follows, to wit:

A.

MAY 26TH, 1868.

Consignee: D. FULLER.

To Chicago and Northwest. R. R. Co. *Dr.*

		Weight.	Freight.
From S. and B. Car 4320. W. B. 3302.	For transportation & charges on 3 bal. *teofor* stands, 2 ex.-tables, 2 cases of leaves, 3 wash-stands, 1 bal. stand-backs, 1 bal. C. table-tops, 1 bal. shop stuff, 2 B.-ends, loose	2,200	49 28
	50 bal. B. ends, 51 bal. B. sides & slats	2,100	21 00
	1 bal. loose		12 92
			83 20
			1 40
			84 60

Received payment.

C. C. LYTLE, *Agent.*

20 I.

JUNE 6TH, 1868.

Consignee: D. FULLER.

To Chicago and Northwestern R. R. Co. *Dr.*

		Weight.	Freight.
From S. & B. Car 2770. W. B. 555.	For transportation & charges on 3 W. stands, 1 bal. S. ba'ks, 8 ex.-tables, 8 cases leaves	1,300	29 15
	12 bal. B. ends, 12 bal. B. sides, 12 bal. B. slats	700	7 00
	Advanced charges		6 00
			$42 15

Received payment.

C. C. LYTLE, *Agent.*

H.

MAY 8TH, 1868.

Consignee: D. FULLER.

To Chicago & Northwestern Railway Co. *Dr.*

		Weight.	Freight.
From Chi. Car 6568. W. B. 302.	For transportation and charges on 1 bureau, 1 sink, 1 bal. B. ends, 1 bal. sides, 1 bal. B. slats	240	5 40
	1 ch. stock	50	50
			$5 90
			25
			$6 15

Received payment.

C. C. LYTLE, *Agent.*

G.

JUNE 5TH, 1868.

Consignee: D. FULLER.

To Chicago & Northwestern Railway Co. *Dr.*

		Weight.	Charges.
From Chi. Car. 3658. W. B. 238.	For transportation & charges on 1 bal. mattrass, 3 bal. sp'g beds	220	4 95
			25
			$5 20

Received payment.

C. C. LYTLE, *Agent.*

21 F.

JUNE 10TH, 1868.

Consignee: D. FULLER.

To Chicago & Northwestern Railway Co. *Dr.*

		Weight.	Charges.
From Chi. Car 5488. W. B. 537.	For transportation & charges on 1 bal. ch. seats	40	1 15
			1 15

Received payment.

C. C. LYTLE, *Agent.*

E.

JULY 31ST, 1868.

Consignee: D. FULLER.

To Chicago & Northwestern Railway Co. *Dr.*

		Weight.	Charges.
From S. & B. Car 3896. W. B. 3390.	For transportation & charges on 6 com. stands, 2 bal. backs, 3 W. stands, 1 C. table-top, 1 bal. T. stands	240	5 40
	1 bal. B. ends, 1 bal. sides, 2 bal. B. slats	60	60
	Advanced charges		90
			$6 90
			35
			$7 25

Received payment.

C. C. LYTLE, *Agent.*

D.

APRIL 22ND, 1868.

Consignee: D. FULLER.

To Chicago & Northwestern Railway Co. *Dr.*

		Weight.	Charges.
From Chi. Car 4862. W. B. 1088.	For transportation & charges on 4 bureaus & 1 sofa	510	11 45
			$11 45

Received payment.

C. C. LYTLE, *Agent.*

C.

APRIL 27TH, 1868.

Consignee: S. LACEY.

To Chicago & Northwestern Railway Co. *Dr.*

		Weight.	Charges.
From Chi. Car 5792. W. B. 1348.	For transportation & charges on 1 table-frame	20	1 15
			$1 15

Received payment.

C. C. LYTLE, *Agent.*

"B."

JUNE 2ND, 1868.

Consignee: D. FULLER.

22 *To Chicago & Northwestern Railway Co.,* *Dr.*

		Weight.	Charges.
From Chi. Car 3802. W. B. 9.	For transportation & charges on 3 b. w.-stands and 1 bal. backs.....	160	$3 60
			3 60
			20
			$3 80

Received payment.

C. C. LYTLE, *Agent.*

DARIUS FULLER, a witness produced and sworn on the part of plaintiff, testified as follows:

(Witness is handed the bills or receipts hereto attached and marked A, B, C, D, E, F, G, H, & I, which are read by the witness to the jury.) This was all knock-down and unfinished furniture. In receipt of May 8th, 1868, "H," 1 bundle bed-ends, sides and slats, weight 540, are charged double first-class rates. It was unfinished and knocked-down furniture. The charge of 50 cents for chair stock is correct. In bill of June 5th, 1868, "G," 3 bundles spring-beds. The beds were not put together, but rolled up in a mass. In bill of June 10th, 1868, "F," for 1 bundle chair-seats, weight, 40 pounds, the charge is $1.15, more than double first-class rates. In bill of July 31st, 1868, "E," the stands & backs, and table-top, etc., weighing 240 pounds, were all in the white and unfinished. In bill of April 22nd, 1868, "D," the 4 bureaus
23 & sofa were unfinished. In bill of April 27th, 1868, "C," for one table-frame, weight 20 pounds, the charge was $1.15. Those things that are charged in the bills at double first-class rates were in the white and unfinished. I paid these bills myself as they stand in the figures. The signature of Lytle is to them. At or about the time these bills were paid I went down to get rates of freight, and asked Agent Lytle for tariff. I wanted one for my own use. I don't know whether Lytle thought I wanted one for my own use or not. He told me he hadn't any. I didn't look to see if the rates were posted at that time. I have seen various hand-bills posted around the depot, in the waiting-room, &c. If the rates had been conspicuously posted I think I should have seen them.—(DANIEL FULLER, *Plaintiff.*)

I knew these receipts. I paid them to the Chicago and Northwestern Railway Co.

(Receipts A, B, C, D, E, F, G, H, & I were referred to by the witness.) The furniture in bill "A"—2 cases of leaves, 3 wash-stands, 1 bale stand-backs, 1 c. table-tops, 1 shop-stuff—2,200 lbs., $49.28—was both unfinished & knocked-down.

Cross-examined:

The *tefor*-stands mentioned in the bills are made differently
24 from the usual way. The legs & tops were separate. The legs were on the table, however, and occupied the ordinary space or room of the table. While the leaves of a table may be knocked-down furniture the table itself may be set-up. The tables and bureaus might

be denominated set-up furniture if they had been finished, but they were not finished. They occupied the same space as if they had been finished. I should consider an extension-table with the leaves out and the table shut up as knocked-down furniture. The leaves are certainly knocked-down. They belong to the table. The table can be used with all the leaves out, with just the top, and it is a complete table for the purpose, so far as it goes. If unfinished, I consider it knocked-down. I consider one object in manufacturing extension-tables as they are, for transportation. These tables are from 3 to 4 feet long, and 2 or 3 feet wide. A centre-table would be set-up furniture; an extension-table would not be; because, when shipped the leaves are taken out. A centre-table might occupy less space. In bill of May 8th, 1868, "H," the wash-stand was put together, except the back, which was separate. Commode-stands and quartette-stands are toilet or serving-stands. In the bill of April 22nd, 1868, the backs of the bureaus were off.
25 There were drawers on top. It wouldn't be sense to call bureaus knocked down. In the bill of April 27th I don't know whether the frame of the table was together or not, or whether it was set-up or knocked-down. I bought Mr. Lacey out in March or April, 1868. I don't know whether they expected I wanted a tariff for myself or not. I wanted one for myself, & I told them I wanted one, and they may have understood me that I wanted one to take away, or not, I don't know.

Cross-examined:

When the leave' are off their extension-tables do not take so much space. They are so made in order to reduce their size, both, I suppose, for shipping and common use. They were knocked down and unfinished when they came to me. I consider the bureaus knocked down. The decks & backs were off, and the whole was in the white, (unfinished.) The same was the condition of the wash-stands. I have been in the furniture-business since April, 1868, and think I know what is knocked-down furniture and what is not.

Mr. WASHBURN sworn, testified:

I am in furniture business, & have been several months. Know what commode-stands, wash-stands, and extension-tables are. I consider them knocked-down.

Cross-examined:

26 I considered them knocked-down because they have yet to be finished, and have something done to them. Have to put castors on. The table is not complete till the castors are on. The leaves have also to be put on. The castors are about 1 to 2 inches high. The leaves are out of the table when shipped. The leaves are extra. I should consider it knocked-down furniture in a dining-room if the leaves are out. The leaves are knocked-down, and the table is not complete without them.

W'M EAST, being sworn, testified:

Am in furniture business, and been about 8 years; heard the tables referred to described; know what is set-up and knocked-down furniture; received furniture here in 1868, and have since.

Question. State whether or not, between April & July, 1868, or about that time, you received over defendant's road from Chicago any extension-tables, such as you have heard described here; and, if so, whether the defendant charged you single first-class rates or double first-class rates.

(Objected to by defendant as being irrelevant and immaterial, and tending to mislead the jury in determining upon the issues in this case; court overruled the objection, & defendant excepted witness' answer.)

Answer. I have shipped such tables as are described in this case.
27 Sometimes they charged me double first-class rates; sometimes they charged me first-class rates; can't state the times, but think about in 1868. The tables belong to knocked-down or unfinished classification & 1st-class rates.—(W'M EAST.)

Cross-examined:

I have shipped from Chicago to Marshalltown, over defendant's road, these extension-tables, both in 1868 & 1869. They come in the rough, and the leaves off, in bundles or bales. I don't consider extension-tables all knocked-down, for they can be used without the extra leaves.

Mr. CRESFORD.

Am acquainted with furniture business. Washstands with backs off are, I think, knocked down. Dining-tables & extension-tables are partially knocked down. The leave' are knocked down. I can't say that I consider commode & wash-stands with backs on as knocked down.—(Mr. CRESSFORD, *for plaintiff.*)

The washstands were unfinished. The locks were not on, backs not on, tops off, and not painted, oiled, or varnished. I have been in furniture business 15 years; am acquainted with all kinds of furniture, and knew the use of terms "set up" and "knocked down;" was at the plaintiff's shop when the furniture came he has described as unfinished, and I knew it was unfinished. The leaves of an extension-table were knocked down. The tables are not knocked down.

28 Mr. BEST.

Have been 15 years in business; was at Fuller's at time the shipments described in these bills were received; think I have seen the identical articles. *Tefor*-stands were knocked down. The wash-stands came with the backs off. The shop-stuff is material to be worked up—is in the rough. It was not boxed. Extension-tables I regard as partially set up & partially knocked down. They would make tables without the extra leaves.—(G. W. BEST, *for plaintiff.*)

Cross-examined:

These goods I have spoken of were all unfinished. I was in the shop when they came, and they were not so boxed but that it could be easily seen what they were. The decks of the bureaus were off and put in the drawers. The chairs were in bundles, tied together; seats & backs and the legs were out. They were in the white. The extension-table had all of the top on except the extra leaves.

S. LACEY.

Know defendant as a company; have shipped furniture with them; sold out my stock of furniture to Fuller, in April, 1868, I think; received all kinds of furniture, including set up & knocked down, before I sold out. The furniture I received was generally unfinished. Eextension-tables with the extra leaves out, if the drop-
29 leaves are on, are set up. If the leaves & top were to be fixed on afterwards, they would be knocked down.—(S. LACEY, *for the plaintiff.*)

Cross-examined:

I presume I received extension-tables such as these described. I called them unfinished. They generally charged me double first-class for them, as I find on my bills, but sometimes only single. The table does not occupy much, if any, less space with the tops off than on.

J. L. WILLIAMS.

Question. State what you know about the presentation of these bills (the ones in evidence, nine (9) in number,) to defendant; if so, when, for what object, & what was said and done.

(Objected to by defendant as irrelevant & immaterial, as not proving nor tending to prove willfulness on part of defendant in charging the rates shown by the bills. Objection overruled by the court, & defendant excepts.)

Answer. A few days prior to the commencement of this suit (don't remember how many days) I presented these bills to Mr. Lytle, agent for defendant, at Marshalltown, Iowa. I called his attention to the alleged overcharges in the bills. I went for the purpose of collecting or demanding these overcharges; don't remember words, but gave him to understand I wanted the overcharges refunded. He contended
30 that they were properly classified and charged, and I that they were not. He did not ask for time to investigate, nor for any proof. I told him I was attorney for Mr. Fuller, and made demand for him. We looked at the classification & rates.

Cross-examined:

I think I called his attention to every item in bill of May 26th, and to all in June 2nd and June 6th. I think—am not certain—that I called his attention to bill of April 27th. It was a very few days prior to commencing this suit. I am not certain as to the date I presented the bills to Mr. Lytle.

C. C. LYTLE testified as follows:

I am agent of the Chicago and Northwestern Railway at this station, (Marshalltown.) My position is station agent, having charge of the freight & ticket office. The rates of tariff were posted at the station; they were posted on the wall, at the right of the desk where we do our billing, in the office where we do all our business; all in one room, divided by counter & gate, or counter, desk, and gate. The counter and desk is about 6 feet high. The desk is higher than my head; had a platform about 2 inches high. The desk was about 6 or 7 feet long. There was an opening through the desk, for doing business, about same size as the opening for tickets. Gate and desk extended across the
31 room. The gate was a picket-gate about as high as my head. There was a sign on the gate: "You are not wanted inside this gate." It was on tin, and nailed to the gate. The letters were good size, and could be read across the room. Cash drawer, tickets, & safe, were inside the office. The employés were inside the office. The rates were posted inside of gate, at the right hand of a person standing at the desk; had papers of the company on a hook near by, about a foot from where rates were posted; cash drawer was about six feet from where rates were posted. The rates could be taken off by pulling down, and any classification could be read on the back. We had a book which gave the same classification as the posted rates; the book sometimes being near posted rates, and sometimes it was on the desk. This tariff does not give the tariff per mile. The gate had a spring-lock upon

it. Had a key which was kept on top of the desk. Person desiring to come inside would take the key and unlock the gate, or ask some one to open it for them. Part of the time the gate was shut, and part of the time it was open. Sometimes I shut the gate myself, at train times, &, on such ocasions, I generally shut it to keep out intruders. I always explained to persons wishing to know about tariffs. I put the notice on the gate: "This tariff does not show local tarriffs."

32 Cross-examination:

Those having business with the office always had access to the office. Parties desiring to see the tariffs could always see them. They were put up at the particular place where they were posted, for convenience in billing, and for those who had business with the office. Persons having business there usually come inside the gate. Never knew of any one having business being refused admittance.

Re-direct:

The first I heard of Mr. Fuller's complaints, as to overcharges, was when Mr. Williams came to see me about it. As nearly as I can remember, he said Fuller claimed an overcharge on the bills presented. According to the best of my judgment, the bills were right. At the time Williams presented the bills, my accounts had all been made out, & the money sent into Chicago a year or more prior to the time Williams presented the bills and claimed an overcharge on them. I can settle overcharges, if any, at the time the goods are delivered, such as, in my judgment, I deem it right to correct. Mr. Williams desired a correction as to the whole of the bills. He stated no particular items of the bills as being wrong, but presented them all in a mass.

Recross examined:

33 I can tell from the bills about the *the* description and classification. I think I never saw any of the furniture of Mr. Fuller myself. I rely on the billing & the orders of my check-clerk. The classification of 1867 was posted August, 1867: Knock-down furniture, first class; set up and boxed, double first-class. When there is no new classification, we are governed by the old one. These goods in controversy are charged partly double first-class rates, and partly single first-class rates. I think they were properly billed. The classification for 1869 is not here. I do not know how it got torn off. I am not positive whether the tariff of 1868 is like that of 1869 or not.

(C. C. Lytle. Witness shown the tariff sheets.)

These rates were posted in the inside office, inside of the gate and desk I have spoken of, at the right hand of desk. They were fastened up with mucilage to the wall. The book was on the desk inside the gate near the tariff posted. This tariff does not show the rate per mile, nor the local rates. It does not show the rates from Clinton, nor any place but Chicago. The book does, however. When Williams presented these bills I had no power to correct, as my monthly return was sent in to Chicago. I don't think I ever saw one half of this
34 furniture. I take the word of my check-clerk. I go by the bills. If it had been unfinished furniture it would have been written "rough" on its face

(The witness was shown a railroad tariff, and testified:)

This is the tariff of our road. The classification shows and is the same for 1868 as 1867. Knocked-down or unfinished furniture would go from Chicago here as first-class, being one dollar and twelve cents per hun-

dred pounds, and double first-class would be twice that sum, and second-class rates were one dollar per hundred pounds. Chair-stuff and shop-stuff should go by the tariff as second-class. The number of pounds is stated correctly, I presume, in the receipts signed by me.

F. BROWN testified:

I drew the petition for the plaintiff in this case. I went to the depot and enquired for the tariffs. Lytle said these are the tariffs for all the years since I have been here. My impression is, that the classification read knock-down or unfinished furniture, and the rates $1.02 or $1.12. Double first-class $2.24. (F. BROWN.) I read the tariff for 1868, from Chicago to Marshalltown, and it was 1.10 or 1.12 on 100 lbs. for knocked-down or unfinished furniture.

Cross-examination:

Went down to see the classification, & had no other business.
35 Got classification from Mr. Lytle. He showed it to me in a book, and the rates were in that. Lytle read me the classification in the book. I remember the classification rather than the rates. The classification I think I have stated as stated by the printed classification of the defendant for 1868. The classification for 1868, of the defendant, read, furniture knocked down or unfinished. I would not swear positively that the words "or unfinished" were on that classification. Mr. Lytle showed me or undertook to show me the classification of 1868. I asked him for that classification.

Darius Fuller recalled, testifies:

I said I should have been likely to have seen the rates if they had been there. There were none of this lot of tables except those that had full leaves.

Which was all the testimony introduced by either party on the trial of said cause.

That thereupon said cause was argued to the jury by the counsel for the plaintiffs and defendants, respectively, whereupon the defendant asked the court to instruct the jury as follows:

1st. If the jury believe, from the evidence, that, at the time when plaintiff received the goods in controversy, he made no objection to
36 the classification & charges thereon, and did not then notify the defendant, or its authorized agent, of said objections, and never gave defendant any opportunity of correcting the classification and charges until after the commencement of this suit, & when it was to' late for the defendant or its agents to make personal examination and inspection of said goods, so as to determine whether the classification was correct or not, then it is immaterial that the defendant's agent was notified of plaintiff's claim, after the commencement of this suit, and although the jury may believe said goods, or a portion of them, were improperly classified, the defendant will not be liable in this cause for receiving more freight on the same than is justly entitled to under its published rates.

(Refused; and defendant excepts.

D. D. CHASE, *Judge.*)

2nd. It was the duty of the plaintiff to notify the defendant, or its authorized agent, at the time he received the goods in controversy, or within a reasonable time thereafter, *after* that said goods were wrongfully classified, and that the charges for freight thereon was to' high,

and unless the jury shall believe, from the evidence, that said goods were wrongfully classified, and that the defendant or its author-
37 ized agent was notified thereof, before the commencement of this suit, and when said defendant could have *no* opportunity to examine such goods, so as to determine whether the same were properly classified or not, or overcharged with freight thereon or not: then the plaintiff cannot in this action, as for a wrongful classification of such goods as for an overcharge thereon. The plaintiff, under such circumstances, must be presumed to have waived his rights under the statute.

(Refused; & def't excepts.

D. D. CHASE, *Judge.*)

3rd. To entitle the plaintiff to recover in this action, it is incumbent upon him to show that the defendant wilfully charged a higher rate of freight on the goods in controversy, from Clinton to Marshalltown, than that posted by defendant.

4th. The burden of proof is upon the plaintiff to establish that defendant's act was willful, either in charging the freight or in neglecting to fix its rate of tarriff and post copies thereof under the law, and that he (plaintiff) was injured thereby.

5th. The plaintiff cannot recover the amount claimed as an overcharge and a penalty besides in this action. He can only recover, if at all, the penalty which is given by the statute in lieu of damages.

6th. The payment of the freight on the goods in controversy by the plaintiff was a voluntary payment, and cannot be recovered in
38 this action, even if it should appear to be an overcharge.

7th. The defendant, if at all liable in this action, is liable for but one penalty; that is, plaintiff cannot recover a penalty for a willful overcharge of freight, and at the same time recover another penalty for wilfuly neglecting to fix and post its rates of tarriff under the law.

(Refused; & defendant excepts.

D. D. CHASE, *Judge.*)

8th. By the Constitution of the United States exclusive power is vested in Congress to regulate commerce with foreign nations & among the several States. The act of the 9th general assembly of the State of Iowa, so far as it is applicable to the matters in controversy in this suit, is repugnant to the Constitution of the United States and the laws of Congress, and absolutely null and void, and the plaintiff cannot, therefor', maintain the action under said act.

(Refused; & def't excepts.

D. D. CHASE, *Judge.*)

9th. This is a penal action and the defendant should have had a reasonable opportunity to investigate the matters in controversy and correct any mistakes, if any existed, in the classification and charges claimed to be wrongful; and, if plaintiff failed to call the attention of the defendant or its agent to the fact of an improper classification or an overcharge having been made against him, within a reasonable time after he received said goods, & when the defendant could examine the goods and determine whether the same were properly classified and the
39 freight properly charged there or not, then he ought not to recover in this action; and if the goods were so received by him several mont's before he ever made any complaint to defendant or its agent, then he did not give defendant reasonable notice & opportunity in the premises, and your verdict should be accordingly.

10th. This action is under a penal statute & is in the nature of a criminal offence. It is therefor' incumbent upon the plaintiff to establish a clear, undoubted, willful violation of the law on the part of the defendant, to the entire satisfaction of the jury, and if there are any doubts in the minds of the jury as to whether the defendant has been guilty of a wilful violation of the law in the matter in controversy, the defendant will be entitled to that doubt. The defendant is presumed to be innocent of any wilful misconduct until proved guilty.

(Refused; & defendant excepts.)

D. D. CHASE, *Judge.*

Which instructions were refused by the court; to which refusal the defendant, at the time & before the jury retired, excepted.

Thereupon the court, on its own motion, instructed the jury as follows:

1st. The plaintiff, Darius Fuller, claims of the defendant, The Chicago & Northwestern Railway Company, the sum of $499.00, for statute penalty, under chapter 169 of the act of the 9th general assembly of the State of Iowa, for willfully receiving of him higher rates of freight
40 than their established & posted rates for the transportation of goods over their road, at 3 different times during the year A. D. 1868; and also for willfully neglecting to establish and post their rates of fare and freight at their depot in Marshalltown, during the years A. D. 1867 & 1868, to his injury and damage.

2nd. The defendant' deny all liability to the plaintiff, deny neglecting to establish & post rates, and deny wilfully charging higher rates of freight than their established and posted rates, and each and every allegation in plaintiff's petition.

3rd. The statute under which this suit is brought, provides that, "In the month of Sep't, annually, each railroad company shall fix its rates of fare for passengers, and freights, for transportation of timber, wood, and coal, per ton, cord, or thousand feet, per mile; also its fare & freight per mile for transporting merchandise & articles of the first, second, third, and fourth grades of freight; and, on the 1st day of Oct. following, shall put up at all the stations and depots on its road a printed copy of such fare and freight, and cause a copy to remain posted during the year." For wilfully neglecting so to do, and for receiving higher rates of fare & freight than those posted, the company shall forfeit not less than one hundred nor more than two hundred dollars to any person injured thereby, and sueing therefor.

41 4th. The term "willful" means "intentional," but the defendants and their agents are presumed to know their rates, and they are required to exercise ordinary care & prudence in the management of their business; and if, through gross carelessness or ignorance, they improperly classify goods, and charge and receive a higher rate of freight than they are entitled to, and afterwards refuse to refund the excess, upon application, they are liable to the penalty in the statute.

5th. If you find for the plaintiff, you should assess, in your *directions*, not less than one hundred nor more than two hundred dollars for each distinct offense of overcharging.

6th. If you believe, from the evidence before you, that the defendant did knowingly charge & receive a higher rate of fare & freight of the plaintiff for carrying the furniture in question from Clinton to Marshalltown than the rate fixed & posted, you should find for the plaintiff.

7th. The defendant' would not be liable if, through inadvertance & mistake, they charged & received of plaintiff more than their established

rates. To make the defendant liable they must have received more than they were entitled to, knowing that they had no right to the excess.

8th. If you believe, from the evidence before you, that the de-
42 fendant did wilfully neglect *neglect* to fix its rates of fare & freight per mile, & to post a printed copy thereof at their depot in Marshalltown, & to keep it posted, as provided by law, and that the plaintiff was injured thereby, your verdict should be for the plaintiff.

9th. The defendants are required, by the terms of the statute, to fix their rates of fare & freight per mile, and cause a printed copy thereof to be posted & kept posted for the inspection of the public at their stations & depots; and if they neglect to do it, they are liable for the statute penalty to any part' injured; but the defendant would not be liable if, through inadvertence or accident, the rates were not posted, or kept posted, at the time and in the manner required by law.

10th. The plaintiff has been injured, if you believe, from the evidence, that has paid more than the regular' established rates on account of the defendants' neglect to post and keep posted a printed schedule of their established rates for the inspection of the public.

To the giving of each & every of which said instructions by the court, on its motion, the defendant, at the time & before the jury retired, excepted.

That thereupon the jury retired to consider of their verdict,
43 and, after so considering, to wit, on the 12th day of Sept., A. D. 1870, being the 7th day of said term, returned into court the following verdict:

In district court, Sept. term, 1870.

DARIUS FULLER
vs.
C. AND N. W. R. R. CO.

We, the jury in the above-entitled cause, find for the plaintiff, and assess his damages at four hundred & seventy-eight & $\frac{33}{100}$ dollars, ($478.33.)

W'M BATTIN, *Foreman.*

Whereupon, to wit, on the 15th day of Sept., A. D. 1870, being the 10th day of said term, the defendant filed motion to set aside the verdict of jury, to arrest the judgment, and grant a new trial.

Motion for new trial.

In the district court, Sept. term, A. D. 1870.

STATE OF IOWA, *Marshall County.*

DARIUS FULLER
vs.
THE CHICAGO AND NORTHWESTERN RAILWAY Company.

Comes now the defendant, by Henderson and Merriman, its attorneys, and moves the court to arrest the judgment, set aside the verdict of the

jury, & grant a new trial in this cause, and for cause thereof shows to the court the following:

1st. There was irregularity on the part of the jury in this: The
44 jury agreed to find their verdict, as to the amount of damages or penalty, by each juror marking down an amount not less than $300.00, nor more than $499.00, and adding together the several sums thus marked, divide the aggregate by twelve, and take the quotient thus ascertained as their verdict as to amount of damages; and that they did, in pursuance of said agreement, thus find and return such finding to the court as their verdict, as shown by affidavits of the jurors hereto attached.

2nd. The damages are excessive.

3rd. The verdict is contrary to the evidence.

4th. The verdict is contrary to law.

5th. The verdict is contrary to the instructions of the court.

6th. The court erred in refusing to give the instructions, and each of them, asked by defendant.

7th. The court erred in giving the instructions, and each of them, on its *over* motion numbered.

8th. The court erred in admit'ing the testimony of J. L. Williams, objected to by defendant.

HENDERSON AND MERRIMAN;
Defendant's Attorneys.

And, by leave of court, the following additional reasons:

9th. The court erred in sustaining plaintiff's demur'er to the defendant's answer.

45 10th. The court erred in admitting the testimony of witnesses for plaintiff, objected to by defendant and admitted by the court.

HENDERSON AND MERRIMAN.

District court, Sept. term, A. D. 1870.

STATE OF IOWA, *Marshall County, ss:*

DARIUS FULLER
vs.
THE CHICAGO AND NORTHWESTERN RAILWAY Company.

We, S. Richey, W'm Battin, being first duly sworn, on oath say we were jurors who tried the above-entitled cause and rendered a verdict therein for plaintiff, on the 12th day of Sept., A.D. 1870; that when the jury retired to consider of their verdict, it was agreed that each one of the jurors would mark down the sum he thought the plaintiff entitled to recover, and divide the aggregate amount by 12, and the amount so ascertained should be the verdict of the jury for plaintiff; and in pursuance of said agreement each juror did, so as aforesaid, mark the amount he was willing to render a verdict for, and the several sums were added together & the aggregate amount was divided by 12, and the result so found was rendered as the verdict of the jury for plaintiff in said cause. We further say, that before finding the sum of said verdict, as before stated, we unanimously agreed that the plaintiff was entitled to
46 recover the penalty on each of the 3 charges, or counts, for overcharge only; and it was first proposed that the range of the marking of each juror should be not less than $300.00, and not more

than $499.00, & then the agreement above was made and carried out by the jury, the result being $478.33—the amount of our verdict.

W'M BATTIN.
SAMUEL RICHEY.

Subscribed and sworn to before me & in my presence by W'm Battin & Samuel Richey, this 13th day of Sept., A. D. 1870.

H. P. WILLIAMS, *Clerk.*

Filed Sept. 15th, 1870.

H. P. WILLIAMS, *Clerk.*

STATE OF IOWA, *Marshall County, ss:*

I, J. S. Howard, being duly sworn, on my oath say that I was one of the jurors in the cause of Darius Fuller vs. The Chicago and Northwestern Railway Company; that I have heard the affidavit of W'm Battin & Samuel Richey, hereto attached, read, and the matters therein stated are substantially correct; but I remember Mr. Whitney, one of the jurors, said that if he had known the result of the mode of finding the amount would be so high, he would not have made the agreement to abide the result; that he supposed the jury would
47 have marked nearer the lowest sum agreed upon; but I did understand that he agreed to the amount fixed in pursuance of the previous agreement.

J. S. HOWARD.

Subscribed and sworn to before me & in my presence by J. S. Howard, this 15th day of Sept., 1870.

H. P. WILLIAMS, *Clerk.*

STATE OF IOWA, *Marshall County:*

I, Israel R. Whitney, being first duly sworn, on my oath say that I was one of the jurors that rendered a verdict for plaintiff at the present term of this court (district) of said county, in the cause wherein Darius Fuller was plaintiff, and The Chicago and Northwestern Railway Company was defendant; that when the jury retired to consider of their verdict, the jury first agreed that they would find for the plaintiff on the first three counts of his petition, & not on the last count, or, in other words, on the counts for penalty for the overcharge, but not for not posting; that then it was agreed that each juror should mark the amount of his verdict not less than $300.00, nor more than $499; that the several sums should be added together and the whole amount divided by 12, and the result of such division should be the verdict
48 of the jury; that, in pursuance of said agreement, each one of the jurors did mark the amount he was willing to render a verdict in favor of plaintiff for, and the sum so marked ranged from the highest to the lowest amount named; that they were then added together & divided by 12, and the result was $478.33, as estimated in pursuance of said agreement; that I, as one of the jurors, assented to it, and consented to render said verdict only because I had agreed before to do so, and considered myself bound by said agreement. I did not think plaintiff should have more than $100.00 on each of his 3 counts for overcharges, and so stated to the jury. I also stated, when the result was ascertained, that I supposed I would have to consent to it because I had made the agreement to do so.

ISRAEL R. WHITNEY.

Subscribed and sworn to by the said Israel R. Whitney before me and in my presence, this 15th day of Sept., A. D. 1870, as witness my hand and notorial seal.

{ NOTARIAL SEAL. }

JAMES A. HENDERSON,
Notary Public, Marshall County, Iowa.

In district court, Sept. term, 1870, Marshall County, Iowa.

DARIUS FULLER
vs.
CHI. AND N. W. R. R. Co.

I, Israel R. Whitney, a juror in the above cause, and the same
49 person who made an affidavit in behalf of the defendant since the verdict, say, in explanation of the said affidavit, & is the same verbally stated for other affidavit, that I am not, and have not been, dissatisfied with said verdict; that it was a little higher and only a little more than I had expected; that I knew the verdict would be somewhere between $300.00 and $499.00, because that was agreed on. My figures were $300; that I marke' & put in the hat, and I expected it would average more than $350.00, because I knew most of the jurors were over my figures before we entered into the arrangement. It was distinctly understood that we were, and had been, all for the plaintiff $300.00 or more, and all for $499.00 and less, and that between those extremes we were willing to consent to the result of a joint figuring & division. I was a little surprised but not dissatisfied with the result, and when the judge asked us if this was our verdict when it was brought in, I involuntarily said "yes," in an audible tone; and have never thought the verdict would not stand, nor that it was a mistake to have agreed within said limits. This is my explanation, in full, of the whole matter.

ISRAEL R. WHITNEY.

Subscribed in my presence & sworn to before me by I. R. Whitney this 15th day of Sept., A. D. 1870.

50 Witness my hand and notarial seal.
[NOTARIAL SEAL.]

H. E. J. BOARDMAN,
Notary Public, Marshall County, Iowa.

(Endorsed:) Filed Sept. 17th, 1870. H. P. Williams, clerk.

The' afterwards, to wit, on the 17th day of Sept., 1870, being the 12th day of said term, the court overruled said motion and entered judgment for plaintiff in the sum named in the verdict of the jury, to wit, $478.33; to which ruling of the court the defendant at the time excepted.

Defendant therefor' asked the court to sign this, its bill of exceptions, and make it part of the records in cause; which is accordingly done.

D. D. CHASE, *Judge.*

Proceedings in court.

And on the 12th day of April, 1870, the following were had in said cause, to wit:

DARIUS FULLER
vs.
CHICAGO AND NORTHWESTERN RAILWAY Company.

And now, on this 12th day of April, 1870, this cause coming on for hearing upon demur'er & objections thereto by def't filed, to filing thereof to answer of deft, and being argued by counsel, objections overruled, and defendant excepts—Boardman, Brown & Williams, for plaintiff, and Henderson, Brothers & Merriman, for
51 defendant—and, being submitted to the court, and the court being duly advised in the premises, was by the court sustained as to 2nd & 3rd defence; to which ruling and order of the court defendant excepts and stands by the pleadings demur'ed to. Judgment is, therefor', rendered against defendant thereon.

And afterwards, on the 9th day of Sept., 1870, the following proceedings were heard, to wit:

DARIUS FULLER
vs.
C. & N. W. R. R. Co. } No. 785.

Answer filed.

And afterwards, on the 10th day of Sept., 1870, the following proceedings were had, to wit:

DARIUS FULLER
vs.
C. & N. W. R. R. Co.

And now, on the 10th day of Sept., A. D. 1870, this cause coming on for final hearing, with Boardman, Brown & Williams, attorneys for the plaintiff, and Henderson & Merriman, defendant's attorneys, a jury was called, tried, & sworn, consisting of W. B. Humphries, J. R. Blow, A. J. Davis, I. R. Whitney, Hiram Hammond, W'm Johnson, W'm Butler, Horiene Forney, J. S. Howard, R. Richey, H. V. Spear, Sam'l Richey, twelve good and lawful men, who, after *testimony* to the evidence, argument of counsel is put. Court adjourned until Monday morning,
52 Sept. 12th, 1870, at 8 o'clock a. m.

And on the 12th day of Sept., 1870, the following proceedings were had:

DARIUS FULLER
vs.
C. & N. W. R. R. Co.

And now, on the 12th day of Sept., 1870, the jury heretofore empannelled in this cause, being called, all answered to their names; and, after

closing argument of counsel and charge of the court, retired to consider of their verdict, in charge of A. J. McChey, a sworn bailiff; & after being absent a reasonable length of time, returned into open court the following verdict, to wit:

We, the jury in the above-entitled cause, find for the plaintiff and assess his damages at $478\frac{33}{100}$.

W'M BATTIN, *Foreman.*

And, on the 17th day of Sept., A. D. 1870, the following proceedings were had, to wit:

DARIUS FULLER
vs.
C. & N. W. R. R. Co.

And now on the 17th day of Sept., A. D. 1870, comes the plaintiff and filed counter affidavits, resisting motion for a new trial; and defendant, by attorney, asks leave of the court to annex notices for a new trial by adding other grounds, which the court permitted, and
53 the plaintiff excepts; and thereupon the plaintiff offered to remit all of the judgment, except $300, if defendant would accept, and the defendant declined; and thereupon said motion was overruled, and defendant excepts; and said cause coming on for further hearing upon the verdict of the jury aforesaid, it is now hereby ordered by the court that the plaintiff recover of the defendant the sum of $478\frac{33}{100}$ *dollars* and costs taxed at dollars, and that execution issue therefor'; to which ruling & order of the court the defendant excepts.

Fee-bill.

DARIUS FULLER
vs.
C. & N. W. R. R. Co.

To clerk's fee	$12 20
To judgment on notice	3 00
" " " for new trial	5 00
" sheriff's fees	7 90
" plaintiff's wit	28 70
" defendant's wit	4 00
This transcript & certificate	
	8

Certificate.

STATE OF IOWA,
Marshall County, ss:

I, Herman P. Williams, clerk of the district court of Iowa within & for the county of Marshall, do hereby certify the above and
54 foregoing to be a correct transcript of petition, original notice, answer, demur'er, objections to demur'er, bill of exceptions, notice of appeal, fee-bill, together with all record entries, being the entire record in the cause wherein Darius Fuller is plaintiff and the Chicago and Northwestern Railroad Company are defendants, as true and correct as the same remains on file and of record in my office.

In testimony whereof I have hereunto set my hand and affixed the seal of my said court this 26th day of Nov., A. D. 1870.

{ DISTRICT COURT SEAL, MARSHALL COUNTY, IOWA. }

HERMAN WILLIAMS, *Clerk.*

55 *Journal entries.*

At a regular term of the supreme court of the State of Iowa, begun and held at the city of Des Moines, on Tuesday, the 6th day of December, A. D. 1870—present, the Hon. Chester C. Cole, C. J.; Hon. James G. Day, Hon. Joseph M. Beck, Hon. William E. Miller, judges—when the following proceedings were had and done, to wit:

THURSDAY, *December 22d*, 1870.

DARIUS FULLER
vs.
THE CHICAGO & NORTHWESTERN R'Y CO., APP'L'T. } Appeal from Marshall district court.

On this day this cause coming up for hearing, is submitted to the consideration of the court on printed argument of counsel.

And at an argument term of said court, begun and held at the city of Davenport, on Tuesday, the 4th day of April, A. D. 1871—present, the Hon. James G. Day, C. J.; Hon. Joseph M. Beck, Hon. William E. Miller, Hon. Chester C. Cole, judges—the following entry was made in said cause:

56 WEDNESDAY, *5th*, 1871.

DARIUS FULLER
vs.
THE CHICAGO & NORTHWESTERN R'Y CO., appellant. } Appeal from Marshall district court.

In this cause the court being now fully advised in the premises, file their written opinion modifying and affirming the judgment of the district court.

And at a regular term of said court, begun and held at the capitol in the city of Des Moines, on Tuesday, the 6th day of June, A. D. 1871, the same officers being present, the following entry was made in said cause:

FRIDAY, *June 16th*, 1871.

DARIUS FULLER
vs.
THE CHICAGO & NORTHWESTERN R'Y CO., appellant. } Appeal from Marshall district court.

At the argument term, held at Davenport, in April last, the court filed their written opinion herein, modifying and affirming the judgment of the district court. It is now considered and adjudged by the court that the judgment of the court below modified as per opinion on file, be, and

it hereby is, affirmed, and that a writ of procedendo issue accordingly. It is further considered by the court that the appellant have and recover of and from the appellee the costs of this court, taxed at $, and that execution issue therefor. .

57 *Opinion.*

Filed April 5, 1871.

C. LINDERMAN, *Clk.*

DARIUS FULLER *vs.* THE CHICAGO & N. W. R'Y CO., APPELLANT. } Appeal from Marshall district court.

Action by plaintiff against defendant, as a railway company, brought under chapter 169 of the acts of 1862, claiming the penalties prescribed by that act for overcharges upon several shipments of goods from Chicago to Marshalltown, over defendant's road, in 1868. The petition also seeks to recover back the alleged overcharges, and also penalties for failing to post rates of freight charges as required by the act above-refer'ed to. The defendant pleaded three defenses:

1st. Admitting that the defendant was a railway corporation, as alleged. Admitting the shipments and dates thereof, but denied that the goods were overcharged, and all other allegations not admitted.

2d. That, at the time of shipment and commencement of suit, defendant was a corporation, duly organized under a charter, or act of incorporation, passed by the general assembly of the State of Illinois.

3d. That defendant is a corporation, having its principal place of business and residence in Chicago, Illinois, and operating a continuous line of railroad, as lessee, from Chicago to the Missouri River, in the
58 State of Iowa, keeping an office in Marshalltown, Iowa, for receiving passengers, &c., carried, &c., in the State of Iowa, and from one State to another State over said road; that defendant was operating said line in and during the months of May and June, 1868; that the goods, &c., refer'ed to in petition were shipped at time stated, from Chicago to Marshalltown; that, by the Constitution of the United States, exclusive power is given to Congress to regulate commerce among the several States; that the acts, refer'ed to by plaintiff, of the general assembly of Iowa, under and by virtue of which plaintiff sues are unconstitutional & void, &c. The plaintiff demurred to the second and third defenses set up in the answer. The demurrer was confessed as to the second defense, and sustained by the court to the third; to which ruling the defendant excepted and stood upon his answer. The issues made by the first defense set up in the answer were tried to a jury. Verdict for plaintiff for three hundred and seventy-eight dollars and 33 cents. Defendant's motion for a new trial overruled, and judgment for the plaintiff on the verdict.

Defendant appeals.

Henderson Bro's & Merriman, for appellant.

Boardman, Brown & Williams, for appellee.

59 MILLER J.

One ground of appellant's motion for a new trial in the court below was, that there was irregularity on the part of the jury in making up their verdict. In support of this, appellant filed affidavits of four of the jurors showing that it was first proposed and agreed to by the jury

that they would find for the plaintiff in a sum of not less than three hundred dollars, being one hundred dollars on each of the first three counts in his petition, and that they would not find for plaintiff on the fourth court of his petition; that it was further agreed that each juror should mark down such sum as he thought plaintiff was entitled to, not less than three hundred dollars nor more than four hundred and ninety nine dollars, the whole amount claimed in the petition, and divide the aggregate by 12, the quotient to be the verdict, and that the verdict was thus arrived at. It has been 'requently held by this court that when the jury agree in advance to be bound by the result, and then make up their verdict by each juror marking down or stating a sum, the aggregate of these sums divided by 12, and the quotient adopted as the verdict, such verdict will be set aside and a new trial granted. (Burton vs. Holmes, 16 Iowa, 252, and cases there cited; Marrix vs. Maloney, 7 Iowa, 81; Schanlan vs. Porter et al., Ibid, 482; Denton vs. Lewis, 15 Iowa, 301; see also Wright vs. The Ill. & Miss. Telegraph Co., 20 Iowa, on page 204.) It is also settled by these cases that affidavits of jurors are admissible to show such infirmity in the verdict. In this case the record shows that the jury regularly found for the plaintiff on the
60 counts in his petition claiming penalties for overcharges on freights, viz., not less than one hundred dollars on each of the first three counts; that they also found that the plaintiff was not entitled to recover on the other count for failing to post rates of freight, and that the amount of the verdict in excess of three hundred dollars was improperly ascertained as before shown. The verdict therefore, being regular to the extent of three hundred dollars, the cause will not be reversed on this ground if the appellee shall remit the excess over that sum, and pay the costs of this appeal.

II. The appellant, in his argument, urges that the plaintiff cannot combine a cause of action for the statute penalty for overcharging, and another to recover back the amount of the overcharges, and recover on both.

Without passing on this point, it is sufficient to say that, in the view taken in the first part of this opinion, the plaintiff only recovers the statute penalty for overcharging on each of the first three counts in his petition. No recovery being allowed for anything beyond this. Hence the appellant is not prejudiced by the combination of causes of action complained of by him. This question, however, we have decided in a case between these same parties at the present term. (Which see.)

III. The appellant further insists that the evidence is insufficient to entitle the plaintiff to a verdict for the penalty prescribed by the statute for overcharges.

The provision of the statute under which this action is brought, reads as follows: "In the month of September, annually, each railroad company shall fix its rates of fare for passengers and freights, for transportation of timber, wood, and coal, per ton, cord, or thousand
61 feet, per mile; also, its fare and freight per mile for transporting merchandise, and articles of the first, second, third, and fourth grades of freight; and, on the first day of October, following, shall put up at all the stations and depots on its road a printed copy of such fare and freight, and cause a copy to remain posted during the year. For wilfully neglecting so to do, or for receiving higher rates of fare or freight than those posted, the company shall forfeit not less than one hundred dollars, nor more than two hundred dollars to any person injured thereby, and sueing therefor."

The appellant insists that, although the evidence amounts to "proof

which would be necessary to establish a case under the statute, were the word "wilfully" omitted, yet, that it fails to make a case with that word inserted in the statute. By a careful reading of the provision of the statute above quoted, we find that the word wilful is omitted from that part of the same, imposing a penalty for receiving higher rates than those posted. The law in question, after prescribing that the rates, &c., shall be fixed by the company in September, and printed copies thereof posted up in October, at each of their stations, then provides that, for "wilfully neglecting so to do" (that is, for wilfully neglecting to fix and post their rates as required by the statute "or for receiving, (not wilfully) higher rates of fare or freight than those posted, the company shall forfeit," &c. The general assembly, by the act, says to each railroad company doing business in Iowa: "You shall fix your rates of fare and freight at a certain time each year, and put up a printed copy of the same at each of your depots, and keep it there
62 posted during the year; and, if you wilfully neglect so to do, you shall forfeit not less than one hundred nor more than two hundred dollars, or if you receive higher rates of fare or freight than those thus posted, you shall be liable to a like forfeiture." This is manifestly the plain meaning and purport of the statute. In order to recover the penalty for neglecting to fix and post rates, the proof must show that such neglect was wilful; but this element of wilfulness is not necessary in an action for the penalty for excessive charges. The penalty is imposed for "receiving higher rates than those posted" by the company as their regular charges. The verdict of the jury therefore, is supported by sufficient evidence, as apellant concedes. See Fuller vs. The C. & N. W. R'y Co., filed the present term.

IV. The next error assigned by appellant is the order of the court sustaining the demurrer to the third clause of the answer, setting up that the defendant is a foreign corporation, having its principal place of business and residence in Chicago, in the State of Illinois, and operating a continuous line of railway, as lessee, from the latter place to the Missouri River, keeping an office at Marshalltown, Iowa, for receiving passengers and freight carried in this State, and from this State to another State, and was so operating its said railway in the months of May and June, 1868, and that the goods refer'ed to in plaintiff's petition were shipped on said railway, as alleged, from Chicago, Illinois, to Marshalltown, Iowa; and he insists that the act of the general assembly of Iowa imposing the penalties sued for are in conflict with the Con-
63 stitution of the United States, which confers upon Congress exclusive power to regulate commerce among the several States. In another case in this court between these same parties this question is disposed of, in the opinion of the court delivered by Mr. Justice Beck in an able and satisfactory manner, and we deem further discussion unnecessary.

Affirmed.

64 $1,000.]

Know all men by these presents that we, The Chicago and Northwestern Railway Company, a corporation organized under the laws of Illinois, and B. F. Allen, of the city of Des Moines, Polk County, Iowa, are held and firmly bound unto Darius Fuller in the just and full sum of one thousand dollars, to be paid to the said Darius Fuller, or to his certain attorney, executors, administrators, or assigns; to which payment, well and truly to be made, we bind ourselves, our heirs, executors, and administrators, jointly and severally, by these presents, sealed with our seals, and dated this 23d day of June, A. D. 1871.

Whereas, on the sixteenth day of June, 1871, in the supreme court of the State of Iowa in a suit depending in said court between Darius Fuller, as plaintiff, and The Chicago and Northwestern Railway Company, as defendant, a judgment was rendered against the said railway company; and the said railway company having obtained the allowance of a writ of error to the Supreme Court of the United States, and filed a copy thereof in the clerk's office of the supreme court of Iowa, to reverse the judgment in the aforesaid suit, and a citation, directed to the said Darius Fuller, citing and admonishing him to be and appear at a Supreme Court of the United States, to be holden at Washington, the first Monday of December, 1871, next:

Now, the condition of the above obligation is such, that if the said The Chicago and Northwestern Railway Company shall prosecute
65 their said writ of error to effect, and answer all damages and costs, if it fail to make its plea good, then the above obligation to be void; else to remain in full force and virtue.

CHICAGO & N.W. R.W. CO., [SEAL.]
By WITHEROW & WRIGHT, *its Att'ys.* [SEAL.]
B. F. ALLEN. [SEAL.]

Sealed and delivered in presence of—

Approved by—

JAMES G. DAY,
Chief Justice, Supreme Court, Iowa.

Filed June 24th, 1871.

C. LINDERMAN, *Clerk.*

66 STATE OF IOWA, SUPREME COURT.

I, C. Linderman, clerk of the supreme court of Iowa, do hereby certify that the foregoing pages contain a full, true, and complete copy of the transcript and all papers filed in my office in case of Darius Fuller vs. The Chicago & Northwestern R'y Co., also a full, true, and complete copy of the record-entries & opinion of said court in said cause, and of the appeal bond filed therein, as full, true, and complete as the same appear on file and of record in my office.

In testimony whereof I have hereunto subscribed my name and affixed the seal of said court, this 18th day of November, A. D. 1871.

[SEAL.] C. LINDERMAN,
Clerk.

Costs of transcript, $21.50. Paid by Henderson & Merriman.

67 UNITED STATES OF AMERICA, *ss:*

The President of the United States to the honorable the supreme court of the State of Iowa:

Because, in the record and proceedings, as also in the rendition of the judgment of a plea which is in the said supreme court before you, or some of you, being the highest court of law or equity of the said State in which a decision could be had in the said suit between Darius Fuller, as plaintiff, and The Chicago and Northwestern Railway Company, as defendant, wherein was drawn in question the validity of a statute of or an authority exercised under said State on the ground of their being repugnant to the Constitution, treaties, or laws of the United States, and the decision was in favor of such their validity, and wherein was drawn in question the construction of a clause of the Con-

stitution, and the decision was against the right, privilege, & exemption specially set up and claimed under such clause of the said Constitution and statute, a manifest error hath happened to the great damage of the said Chicago and Northwestern Railway Company, as by
68 its complaint appears:

We, being willing that error, if any hath been, should be duly corrected, and full and speedy justice done to the parties aforesaid in this behalf, do command you, if judgment be therein given, then, that under your seal, distinctly & openly you send the records and proceedings aforesaid, with all things concerning the same, to the Supreme Court of the United States, together with this writ, so that you have the same at Washington, on the first Monday in December, 1871, next, in the said Supreme Court to be then and there held, and the record and proceedings aforesaid being inspected, the said Supreme Court may cause further to be done therein to correct that error, what of right and according to the laws & customs of the United States should be done.

Witness the Honorable S. P. Chase, Chief Justice of the Supreme Court of the United States, the 23rd day of June, in the year of our Lord one thousand eight hundred and seventy-one, and George B. Corkhill, clerk of the circuit court of the United States for the district of Iowa.

[SEAL.]

GEORGE B. CORKHILL,
Clerk U. S. Circuit Court Dist. of Iowa.

69 Allowed by—

JAMES G. DAY,
Chief Justice of the State of Iowa,

(Indorsed:) Chi. & N. W. R'w. Co., pl'ff in error, agt. Darius Fuller, def't in error. Writ of error. Filed June 24, '71, C. Linderman, cl'k.

70 THE UNITED STATES OF AMERICA, *ss:*

To DARIUS FULLER, greeting:

You are hereby cited and admonished to be and appear at the Supreme Court of the United States, to be holden on the first Monday in December next, pursuant to a writ of error filed in the clerk's office of the supreme court of the State of Iowa, wherein the Chicago & Northwestern Railway Company is plaintiff in error, and Darius Fuller is defendant in error, to show cause, if any there be, why the judgment in said writ of error mentioned should not be corrected and speedy justice should not be done to the parties in that behalf.

Witness the Honorable J. G. Day, chief justice of the said supreme court of the State of Iowa, this 23rd day of June, in the year of our Lord 1871.

JAMES G. DAY,
Chief Justice Sup. Court Iowa,

Due personal service of this notice is hereby admitted to have been made upon us at Marshalltown, Marshall Co., Iowa, this 28th day of July, A. D. 1871.

BOARDMAN, BROWN & WILLIAMS,
Atty's for Deft. in Error.

(Indorsed:) The Chicago & N'w. Railway Co., ag't Darius Fuller. Citation. Filed Nov. 20, 1871. C. Linderman, cl'k.

71 B. *Chicago & Northwestern Railway, Iowa division, local freight tariff, taking effect April 15th, 1869.*

This tariff supersedes all others, and all special rates. The company reserves the right to make, at its pleasure, any change in the rates or classification.

GEO. L. DUNLAP,
General Superintendent.
JOHN C. GAULT,
Ass't Gen'l Sup't and Gen'l Freight Ag't.

[Chicago Printing Company, 128 & 130 Lake street.]

72 GENERAL DIRECTIONS, RULES, AND CONDITIONS.

1. The business of the freight department of the company is to carry property that is properly the subject of transportation in freight cars.

2. No gold or silver coin, or bullion, or manufactured articles of gold or silver, jewels, watches, pictures, plated articles, statuary, musical instruments, glass, silks, or laces, will be carried by the company, for the loss of which it will be responsible, unless with such articles, when delivered, is also delivered a memorandum in writing, stating the character and kind of articles, and their value, and unless a proper extra price for the carriage and responsibility for such articles be paid.

3. The company will not receive, or carry on any train, any bank-bills, drafts, notes, deeds, contracts, mail-matter, or other writings.

4. No conductor or other agent of the company is authorized to take charge of mail-matter, bank-notes, money, or other valuable papers or packages.

5. The company will not undertake or agree to carry property by any particular train, nor in time for any particular market, nor will they be responsible for any decay or injury of perishable articles, by heat or frost, or for damages to hidden contents of packages, or for loss by leaking or bursting, or by reason of improper packing, nor for loss or damage arising from delay or stoppage, however occasioned, but they will forward the same with as reasonable dispatch as the general business of the company will permit.

6. Articles will not be received for transportation unless properly packed in suitable casks, boxes, bales, or packages, and such must be well and clearly marked with the name of consignee and destination. Marking with initials only, or with chalk, or on paper labels, is not sufficient for safe transport, and agents will not receive for transportation articles so marked. This company will in no case be responsible for loss, injury, or damage, which might have been avoided by skillful and sufficient packing, or which occurs without the negligence of the company or agents.

7. Agents must not sign receipts agreeing to deliver property at any point beyond the terminus of this road, but may agree upon and insert rates through to points when authorized by the general freight agent.

8. Carriages and sleighs, show-cases, machinery, stoves and castings, marble, looking-glasses, mineral acids, sweet potatoes, all liquids put up in glass or earthen ware, cabinet-ware, and furniture, will only be taken at the owner's risk of fracture or injury during the course of transportation, and the loading and unloading thereof, unless specially agreed to the contrary.

9. Liquids in cans, demijohns, and jugs, will not be received unless

packed in kegs or boxes. Goods in bundles will not be considered as properly packed, and will not be received on any terms.

10. All property will be at the risk of the owners thereof, while in the company's warehouse, (damage or loss by fire not excepted,) except for such loss as may arise from the negligence of the agents of the company.

11. When articles are designed, after transportation on this road, to be forwarded by some other company or carrier to their destination, they must be marked or directed to the consignor accordingly. The company will not be responsible for such articles after they are delivered to any railroad company or other carrier, nor for any delay which may occur by the failure of such company or carrier to receive such freights after having been notified that the same *is* ready for delivery.

12. Packages of merchandise must not be loaded into cars with grain in bulk.

13. When a receipt covers a variety of articles, as a lot of household furniture, &c., each separate piece must be properly marked, or they will not be received.

14. Small consignments, covering articles of several classes, will be extended at their several rates, but no single shipment will be taken at less than 25 cents for any distance of 100 miles and under; over 100 miles, 50 cents.

15. All articles noted in this tariff at owner's risk must be so receipted by agents, and, in all instances, agents must enumerate articles—never billing as "a lot."

16. In shipping cars loaded by other parties, unless the right number of packages, measurement, &c., &c., are known by the agent to be in the car, the receipt must read "more or less."

17. No damage on freight must be paid until reported to the general freight agent, to whom all damages must be reported, with full particulars, for his approval.

18. Agents will not deviate from prices named on the tariff, in any case, without orders from the general freight office.

19. Agents will be particular to note on the original and duplicate way-bill the authority by which any deviation is made from tariff rates.

20. Agents using unauthorized special rates in way-billing freight, will be held responsible for any undercharge occasioned thereby, and the amount of such deficiency will be charged to them as prepaid freight, provided the error is not discovered in time for correction before delivery of freight.

21. The receiving agent is held responsible for the correctness of way-bills received by him, except in the cases otherwise specially provided for in paragragh 20. Great care should therefore be observed by him in examining the classifications and rates used, as well as the extensions, that all errors may be corrected before delivery of freight.

22. When cars are "chartered" great care should be taken that they are not overloaded, and no receipt must be given for quantity laden in them. When freight that will damage by the weather is shipped in open cars, it must be taken only at the owner's risk, and so stated on the receipt which is given.

23. Freight, in full car-loads, when charged at "special car-load rates," must be loaded and unloaded by the owner.

24. Merchandise, and all other freight, for the quantity and condition of which this company are liable, must be checked or tallied from the cars, and notations made upon the way-bill received, showing whether the full amount billed is received, and in what condition. When the

freight is delivered to consignee it must also be checked out, and a receipt taken before delivery.

25. Articles that the agents of the company do not consider worth the charge for freight at forced sale will not be taken, unless the freight on the same is prepaid.

26. The charges on perishable property must be prepaid, or guaranteed in all cases.

27. All freight will be taken subject to the company's weight only.

73 28. Should a loaded car become disabled, or from any cause be left on a side-track, where there is no agent, the conductor will deliver the way-bill to the agent at the next regular station, and endorse on the way-bill when, where, and why left, and report the same to the superintendent of the division.

29. When cars containing merchandise or other property, except lumber, become disabled, the contents must be transferred, unless the car can be repaired ready to go forward within twelve hours; if containing lumber, cars may be detained for repairs a reasonable time.

30. When loaded cars, destined for any station, are left at another station, the way-bills must be left with them, and if the property is transferred into other cars, agents will note the same on the way-bills, giving the date and the name of the station where such transfer is made, and the number of the car to which the property is transferred.

31. When a car, destined for stations beyond, is left from train at any station, the agent will advise the agent of the station to which the car is billed, as well as the superintendent of the division, giving the number of the car, and from what train left.

32. All freight going to stations where there are no agents must be prepaid, and a way-bill left at the first station having an agent beyond where the goods are left.

33. Conductors, on taking freight from a station where there is no agent, must report the same at the first station where there is an agent, when a way-bill must be made out at the prices named in the tariff from where the freight was taken, and a copy of the same sent to the accounting department.

34. Freight to be left at side-tracks where there is no agent, will be accounted for as it tallied or weighed into the cars by the company at the point whence it started, but will be at the risk of the owners from the moment such articles are left at such side-track.

35. Freight taken from side-tracks will be accounted for as it weighs or tallies out from the cars at the point of delivery, but will be at the risk of the owners until taken charge of by the company's agent.

36. Cars to be unloaded by the owner, whether at side-tracks or at regular stations, must be unloaded within 24 hours after their arrival, or be liable to a charge of five dollars per day for each car, after that time, until unloaded, this company reserving the right to unload and charge the owner of the property for unloading.

37. Agents will collect all charges against freight on delivery, and no departure from this rule will be allowed.

38. Agents will not deliver a part of a consignment of goods without first collecting charges on the whole.

39. Agents will in no case deliver any goods to consignees until a receipt for same is taken, stating the condition of the goods when delivered. Any loss occurring from neglect of this rule they will be held responsible for.

40. Way-bills must always be sent with freight. This rule must be adhered to as strictly in regard to freight belonging to the company as for other property, and, as to company freight, should state for whose account property is, as well as consignee.

41. Conductors are positively forbidden to take any loaded cars without the proper way-bills.

42. All agents taking charge of freight, upon the receipt of the same, from other railroads, boats, or any person whatever, will be careful to note on the receipt if not in good condition. Station-agents are required to see that every article loaded in the cars is entered in the "freight forwarded book" and on the way bills; also, that every article entered on the way-bill is actually loaded in the cars designated thereon.

43. Agents will always carefully examine the way-bill when received, to ascertain if articles are rated as per tariff, and the amounts extended aright. If an error is detected they will alter the way-bill, sending a correction sheet to the shipping-agent and to the accounting department, Chicago. Agents will make no alteration of back charges without orders from the office sending the way-bill.

44. If at any time agents do not receive all the freight the way-bill calls for, or receives more than is billed, or if the freight is in bad order when received, they will fill out and send by first train two copies of "over," "short," or "bad order" sheets, (as the nature of the case may require,) one copy for the general freight office, and one for the agent at the station from which the freight is shipped, (when known,) enclosing both copies to the said shipping agent, who will make his notations thereon and send one copy to general freight office, and the other one to the agent from whom he received it.

45. The term' "bad order" and "B. O." should never be used when describing the condition of freight; but when it is necessary that notations should be made, the exact condition should be definitely described.

46. Releases for household goods (and other freight to be "released" in accordance with classification) must be taken in duplicate, properly stamped (at the expense of the company) and signed by shipper, and witnessed by agents or their assistants. Agents will carefully examine new furniture, and if they consider it is not packed in a manner to sustain the necessary handling, &c., while in transit, they must not receive it unless it is "released" in the same manner as household goods.

47. When the parties to whom freight is consigned are unknown, agents will notify forwarding agent thereof, and request him to advise consignees and ascertain their wishes regarding its disposal; and, on the first of every month they will make a report of all the freight that may be unclaimed to the general freight office, with such remarks upon its condition and probable value as the nature of the case may require.

48. In all cases where claims are sent to the general freight office for overcharge or damage, the original expense bill must be sent with the same. Whenever duplicate expense bill is required by the consignee for any reason whatever, agents must be careful to write "duplicate" upon the same.

49. This corporation will not be accountable for the correctness of charges advanced by them in good faith to other corporations or individuals as back charges.

50. Freight for way points must not be loaded into cars with through freight.

51. To save unnecessary hauling of cars, freight agents must econo-

mize in their use as much as possible, never sending a car for a small lot of freight that can be readily loaded after the arrival and without too much detention of the train. Agents at way-stations must use discretion in this matter, and not load into the train "to unload" heavy articles that require more than two men to handle, nor more in quantity for any one place than can be handled without too great detention of train.

52. No agent is excusable for allowing perishable property to perish on his hands. When such freight is allowed to remain at the station beyond a reasonable time, the agent should apply to the general freight office for instructions; failing to receive which, he should dispose of the property to the best advantage, and report fully to the general freight office.

53. Agents, when shipping perishable property, should note "perishable freight" on the outside of way-bill.

54. Grain in bulk must be loaded by shipper, and at owner's
74 risk of shortage, except such as may arise from collisions and similar accidents. Shippers are required to load their cars properly, and as nearly as possible with the maximum load, (10 tons,) as the company will charge freight on 18,000 lbs., even though a car contains less, and will charge 10 cents per 100 lbs. above tariff rates on all over 21,500 that may be loaded in any car. The company will not receive grain in bulk for transportation if consigned to any particular elevator in Chicago.

55. Different kinds of grain must not be loaded in the same car, unless the grain is in sacks or barrels.

56. Potatoes or garden roots will only be taken in sacks, barrels, casks, or boxes, except in full car-loads; when they may be taken in bulk.

57. Furs in bundles or sacks must be entirely at the risk of the owner, and so stated on the receipt given.

58. No allowance will be made for a deficiency of lemons or oranges in boxes, if not covered with canvas; nor for a deficiency in raisins, unless in packages of not less than three boxes, well strapped.

59. Live-stock way-bill must be sent with each car of stock shipped to Chicago. The forwarding agent will be held strictly responsible for any error or omission in billing stock to Chicago. Great care must be observed to see that the stub attached is a correct copy of the bill, as the stub goes directly to the stock-yards, and the amount entered thereon is collected by the stock-yard company.

60. When live-stock is shipped, agents should state the number of animals loaded in each car, adding the words "more or less." Stock contracts should be filled out in the same way.

61. Care must be had that men in charge of live-stock have all proper facilities in taking care of stock under their charge, in trains and at stations. Agents must use great care to secure the doors of cars containing stock, and, as a better precaution against escapes, will, when necessary, nail strong boards across the inside of the door-way, to a proper height, (two-thirds the length of the door,) and sufficiently close together to surely prevent the stock from getting over or through them. The grain doors of cars should never be nailed, but must be raised and fastened back on inside when live-stock is to be loaded.

62. The new box-cars of this company must not be loaded with liveo stock of any kind, unless special permission is previously given tl do so.

63. Gunpowder, friction-matches, and other combustible articles, wil

be taken by special agreement only. If the above-named articles are found secreted among other goods they will be forfeited or destroyed; and in case of damage by reason of them the shipper or consignee will be held responsible therefor.

64. Agents must see that the doors of all loaded cars are locked or securely fastened.

65. The ton weight will, in all cases, be considered 2,000 pounds.

SPECIAL DIRECTIONS.

All freight destined to points east and south of Chicago, in quantities of three tons or more, when going by rail from Chicago, (except via the Chicago, Columbus and Indiana Central Railway,) must be billed to South Branch, at which station it can be transferred to connecting roads free of charge. Small lots of freight going by rail, destined as above, must be billed to Chicago, unless it can be loaded into cars destined directly for South Branch. All freight going from Chicago by water or via the Chicago, Columbus and Indiana Central Railway, must be billed to Chicago.

All freight destined to local stations on Galena division, should be way-billed to Clinton.

All freight destined to stations on Wisconsin or Milwaukee divisions, should be way-billed to Chicago.

Agents must be sure that all freight is properly delivered. They will bear in mind that the consignee of property is the owner, (so far as the common carrier is concerned,) and the only person to whom they can safely deliver it, except where property is specially consigned to the care of some particular person or company, in which case it should be delivered to the person or company to whose care it is so specially directed.

It is expected that all agents and employees, who are to be governed by the foregoing rules, will carefully study them, as all such persons will be held resposible for any violation thereof, or for any failure in duty, which might have been avoided by a careful study of the same.

75 TABLE OF WEIGHTS.

Wheat	per bushel	60	lbs.	Corn-meal, per bushel		48	lbs
Rye	"	56	"	Salt, fine, "		56	"
Corn	"	56	"	Apples, green, per barrel		150	"
Oats	"	32	"	Flour and meal "		200	"
Barley	"	48	"	Brick, (common,) per thousand		4,000	"
Potatoes	"	60	"	Bark, per cord		2,000	"
Sweet potatoes	"	55	"	Charcoal, per bushel		22	"
White beans	"	60	"	Stone, undressed, per cubic yard		4,000	"
Clover-seed	"	60	"	LUMBER.—Pine, poplar, hemlock and white wood, seasoned, per thousand		2,500	"
Timothy-seed	"	45	"	Part seasoned, do., per thousand		3,000	"
Flax-seed	"	56	"	Lumber, green, per thousand		3,500	"
Hemp-seed	"	44	"	Hardwood lumber "		4,000	"
Buckwheat	"	52	"	Shingles, "		300	"
Onions	"	57	"	Lath, "		500	"
Malt	"	38	"	One ton weight		2,000	"
Bran	"	20	"				
Turnips	"	56	"				
Lime	"	80	"				

CLASSIFICATION OF FREIGHT.

The attention of eastern agents and shippers is called to the important alterations that have been made in the general classification of this road.

EXPLANATION.

The number of the class is given opposite each article. 1, 2, 3, 4, stand for first, second, third, and fourth classes, respectively; 1½ for once and a half first-class, and D. 1 for double first-class. S. R. refers to tables of special rates and articles.

Articles not enumerated will be classed with analagous articles.

A.

Acids, owners' risk of leakage and breakage, and co.'s convenience	D. 1
25 carboys or over	1
Agricultural implements, owner's risk:	
In car-loads	S. R.
Less than car-loads, as follows:	
Reapers, mowers, harvesting machines, threshers, plows, seed-drills, and feed-cutters	1
Plows, knocked down and boxed	2
Corn-planters, and cultivators	1½
Knocked down	1
Fanning-mills, horse-rakes, and similar light and bulky machines	D. 1
Knocked down	1
Grain-cradles, owners' risk, one, 30 cts.; two or more, 20 cts. each, any distance.	
Alcohol, owner's risk of leakage	1
Ten bbls. or more	2
Ale, owner's risk of leakage:	
Less than 20 bbls	3
20 bbls. or over	4
Ale, in glass, packed, owner's risk of breakage and leakage	1
Alum	3
Anchors	4
Antimony, crude	1
Anvils	3
Apples, dried	2
50 bbls. and over	4
green, owner's risk, 50 barrels or more	4
green, less than 50 bbls	3
Ashes, pot and pearl	4
Asphaltum	4
Axes	3
Axle-grease	3
50 cases or over	4
Axles, iron	3

B.

Bacon, loose	2
in car-load	3
packed	4
Bagging	2
Bags, in bales	2
Bags used in transporting grain will be returned free of charge on freight trains, if properly marked and directed; but the company will not be responsible for any loss occasioned in transporting, or delivering such bags. If receipts are demanded	1
Baking-powders	2
Band-boxes	D. 1
Barilla	3
Bark-mills	2
Bark, tanners'	3
Bark, in car-loads	S. R
Barrels, empty:	
Tierces, 100 lbs	1
Pork, beef, liquor, & oil bbls., 70 lbs. each	1
Beer bbls., 70 lbs. each	2
Half do. 40 lbs. each	2
Q'r do. 25 lbs. each	2
Flour-barrels, 20 lbs. each	1
Barytes	4
Bath-brick	4
Belting, rubber	1
Belting, leather	1
Barley, pearl	3
Baskets	D. 1
Bath-tubs	D. 1
Batting	D. 1
Beans, dry	3
in car-load	4
green, prepaid	1
Bed-cord, in bundles	1
Bedsteads, rough, owner's risk	2
Beef, packed	4
Bee-hives	D. 1
Beer, same as ale.	
Bees-wax	1
Bells	2
Bellows	1
Berries, except cranberries, owner's risk, prepaid	1
Billiard tables, boxed, owner's risk	1
Binders' boards	2
Bird-cages, boxed	D. 1
Black lead, in barrels or boxes	3
Bleaching-salts	4
Blue vitriol	2
Blinds	1
in car-loads	S. R.
Boiler-flues	2
Boilers, loaded and unloaded by owner:	
30 feet long or over	1½
Under 30 feet long	1
Boiler-felting	2
Bones	3
Bonnets, boxed	D. 1
Books	1
Boots and shoes, boxed and strapped	1
not strapped	1½
in trunks	D. 1
Borax	2
Bottles, owner's risk	1
Boxes, empty	1
Bran, (see mill-stuffs.)	

Brass vessels 1
Brass castings 2
Bread 1
in car-loads 3
Brick, common 4
in car-loads ..... S. R.
Brimstone, in boxes or kegs 2
in bbls. or hhds 4
Broom-corn, released:
Loose, or in b'dles ..... D 1
Pressed, in bales 1
Do. in car-loads 4
Brooms, in bales or b'dles 1
Brushes ..... D. 1
Buffalo robes 1½
Burlaps 2
Burning-fluid, owner's risk of leakage 1
Burning-fluid, company's risk, three times 1st class.
Burr blocks 4
Butter, owner's risk, in crocks ..... D. 1
Do. in kegs or boxes 1
Do. do. in car-loads 3
Bitters, owner's risk of breakage and leakage.
In glass, boxed 1
100 boxes or over 2

C.

Cabinet organs, owner's risk 1
Cabinet-ware, (see Furniture.)
Cable-chain 4
Caloric engines 1
Camphene, in wood, owner's risk of leakage 1
Camphene, in wood, company's risk, three times first-class.
Candles 2
Canvas 1
Cannon 2
Caps, in boxes, strapped 1
Caps, in boxes, not do. 1½
Caps, in trunks ..... D. 1
Capstans 2
Carboys and contents, owner's risk .. D. 1
Carboys, (returned,) empty 1
Cards 1
Carpets and carpeting 1
Carpenters' tools 1
Carriages and sleighs, not boxed, at owners' risk of chafing, fire, and weather, at estimated weights, viz:
Stage-coach, omnibus, or very large wagon or sleigh, 4,000 lbs. 1
Two-horse carriage, hack, or sleigh, or carriage with standing top, 3,000 lbs 1
Buggy, gig, chaise, one-horse carriage, or sleigh, 1,500 lbs .. 1
Sulky, light trotting-buggy, very light cutter, or common bob-sled, 750 lbs 1
Carriages, well boxed, owner's risk, twice first-class.
Carriage-springs 2
Car-springs, rubber 2
Car-springs, volute, boxed 4
Cars hauled in trains, passenger cars, 5 cents; box cars, 10 cts.; flat cars, 8 cts. per mile.
Car-wheels and axles 4
Carts, in pieces 1
Casks, large, empty ..... D. 1
Cassia 1
Cast-iron grain-mills 2
Cauldron-kettles 1
Cement, less than 24 bbls 4
24 bbls. or more ..... S. R.
Chain, in casks 4
Chain, loose 2
Chair-stuff, in rough 2
Chalk 4
Charcoal 1
Cheese, in boxes or casks 1
Cheese, 50 p'k'g's or over 2
Cheese, loose, owner's risk ..... D. 1
Chiccory 3
Chicken-coops, empty, prepaid ..... D. 1
China-ware, owner's risk 1
in casks 2
Chocolate 2
Cider, owner's risk of leakage 3
in car-loads 4
Cigars, box'd and strapped ..... D. 1
Clay 4
Clocks and weights 1
Clover-seed 2
Coal, in car-loads ..... S. R.
less than car-load 4
Coal-tar, in car-loads 4
less than car-load 3
Coal-oil, in wood, owner's risk of leakage 1
Coal-oil, in wood, company's risk, three times 1st-class.
Coal-oil, 50 bbls. or more, owner's risk of leakage 4
50 bbls. or over, company's risk of leakage 1
Cob-mills 2
Cocoa 2
Cocoa matting 2
Codfish, in casks or boxes 3
5,000 lbs. or over 4
Coffee, ground 2
Coffee, in sacks 3
50 sacks or over 4
Coffins, metallic or wood 1
Collars, horse 1
Composition for roofing 4
Concentrated lye 2
Condensed milk, coffee, and meats .. 1
100 boxes or more 2
Confectionery, owner's risk:
Less than 500 lbs ..... D. 1
500 lbs. or over 1
Copper vessels 1
Copperas 4
Copper bottoms 2
Copper, plates, sheets, bolts, pig, wire, nails, and rods 2
Copying-presses 1
Cordage, in bundles 1
Corks 1
Corn meal, (see Flour.)
Corn-shellers 1

Cotton waste 2
Cotton, in bales 1
Covers 1
Crackers, in bbls. or boxes 1
10 barrels or over 2
50 barrels 3
car-loads 4
Cranberries 2
Cream tartar 2
Crockery, owner's risk:
In barrels or boxes 2
In crates or hhds 4
Crowbars 3
Crucibles 1
Cutlery 1
Clothes-pins 2

D.

Dates 2
Deer-skins, pressed, in bales 1
Deer-skins, in bundles ..... D. 1
Demijohns, owners' risk ..... D. 1
Domestics, sheetings, shirting, ticking, and denims, in original bales. 1
Doors 2
In cars loads ..... S. R.
Drag-teeth, in brls. or boxes 4
Druggists' stock 1
Drugs and medicines 1
Dry goods, in boxes and bales 1
Dry goods, in trunks ..... D. 1
Duck 1
Dye-stuffs, not otherwise specified ... 2

E.

Earthen and stone-ware, owners' risk:
In crates or hhds 4
Loose, at owner's risk 1
In car-loads, wagon-rates.
Earth-paints 4
Eggs, packed, owner's risk 1
Emery 2
Engines, steam, if set up, to be loaded and unloaded by owner 1½

F.

Feathers, in bags ..... D. 1
Felt, for roofing 2
5 tons, or over 4
Figs, in boxes or casks 2
Figs, in drums 1
Fire-arms 1
Fire-brick 4
Fire-crackers, fire-works ..... D. 1
Fish, dried, pickled, or salted. 3
Fish, 5,000 lbs. or over 4
Fish, fresh, prepaid 1
Flax, owner's risk of fire 1
Flax-seed, 18,000 lbs. or more 4
Less than 18,000 lbs 3
Flour, 100 bbls. and over ..... S. R.
Flour, in lots of 50 bbls. and less than 100 bbls., 20 per cent. will be added to special rates.
Flour, less than 50 bbls .....
Flour, in sacks, owner's risk of wet and waste, 2,000 lbs. and over. 3
less than 2,000 lbs 2
in car loads, at owner's risk of wet and waste, rated same as bbls.
Forks, hay and manure 2
Fowls, live ..... D. 1
Fruits, dried 2
Fruits, canned 1
100 boxes or more 2
Fruits, green, owner's risk, prepaid . 1
Furniture, owner's risk:
In car-loads ..... S. R.
Set up, released ..... D. 1
Knocked down or unfinished 1
Set up and boxed ..... D. 1
Furs ..... D. 1

G.

Galvanized-iron cornice, &c ..... D. 1
Game, owner's risk, prep'd 1
Garden seeds 1
Garden roots, (see Potatoes.)
Gas fixtures, boxed 1
Ginseng 1
Glassware, owner's risk 1
Glass, plate, owner's risk of breakage D. 1
Over 8 feet long, special agreement.
Glue 2
Grain, in lots of 18,000 lbs. and over, owner's risk of short weight ..... S. R.
Grain, in lots of less than 18,000 lbs . 4
Receipts not given for grain in bulk, or for any number of sacks, except more or less. The company will not be responsible for discrepancy in number of sacks thus shipped. Consignors not wishing grain to go to elevator must ship in sacks. All grain must be loaded by shipper.
Grain-cradles, (see Agricultural implements.)
Grapes, in kegs or boxes, owner's risk, prepaid 1
Grass-seed, except clover. 2
18,000 lbs. or more 4
Grease, same as lard.
Grindstones, owner's risk 4
Grindstones, company's risk 1
Gum copal 2
Gum shellac, original pkgs 2
Gunny-bags, in bales 4

H.

Hair, in sacks 1
Hair, pressed, in bales or brls 2
in car-loads 4
Hams and shoulders, loose 2
in car-loads 3
Hams and shoulders, pack'd 4
Harness 1
Hardware, not otherwise specified ... 2
Hats, in boxes, strapped 1
not strapped 1½
in trunks ..... D. 1
Hay-presses, knocked down 1
Hay-presses, set up, wagon-rates.
Hay, pressed, in car-loads, owner's risk of fire, loaded and unloaded by owner .... S. R.
Hemp-machines 2

Hemp, owner's risk of fire	1
Herring, in boxes or kegs	2
Hides, dry	1½
Hides, green, car-load	4
less than car-load	2
High wines:	
5 bbls. or more	2
Less than 5 bbls	1
In car-loads	4
Hobby-horses	D. 1
knocked down and boxed	1
Hoes	2
Hogs, dressed, owner's risk of weather and delay of trains	2
in car loads	3
Hollow ware, owner's risk	1
Hominy	2
Honey	1
Hoops and hoop-poles:	
Car-load not to exceed 10 tons	S. R.
Less than car-load	4
Hoofs and horns	2
Hops	2
Horse-shoes	4
Household goods, not furniture, well boxed	1
Household goods, in car-loads, wagon-rates.	

I.

Ice, prepaid	1
Ice, car-loads	S. R.
India-rubber goods, not otherwise specified	1
Indigo	1
Ink, in glass or stone	1
Ink, printing or other, in wood	2
Iron: bar, band, or boiler	4
Iron bolts and washers	4
Iron castings, in boxes or casks	2
Iron castings, not otherwise specified; light and loose	1
heavy and plain	4
Iron facings	3
Iron, hoop or sheet, owner's risk of rust	1
77 Iron nuts and rivets	4
Iron-ore	4
in car-loads	S. R.
Iron, pig, 18,000 lbs or more	S. R.
under 18,000 lbs	4
Iron pipe: gas and water	3
Iron railing	2
Iron roofing, in boxes	3
Iron safes	2
Iron, scrap, 18,000 lbs. and over	S. R.
in bbls. or boxes less than car-load	4
Iron shutters	3
Iron water-wheels	2
Ivory	1

J.

Japanned ware	1
Junk and jute	3

K.

Kerosene, (see coal-oil.)	

L.

Lampblack	2
Lanterns	1
Lard	2
Lard, in car-loads	4
Lasts	2
Lath	S. R.
Lead, pig	4
in bar, pipe or sheet	1
in casks	3
Leather, loose	1
except loose	2
Lemons and oranges, owner's risk of damage and wastage	1
Licorice	2
Lightning-rods, in bundles	2
Lime, in bulk. Car-lots. Cattle-rate for same distance.	
Lime, 24 bbls. or more	S. R.
Lime, in bbls. under 24 bbls	4
Liquors or liquids, in glass, owner's risk of leakage and breakage	1
Liquors, in wood, owner's risk of leakage	1
Liquids, in cans or jugs:	
Packed in kegs or boxes	1
Not packed in kegs or boxes, not taken.	
Live stock, shipped by contract, under which the company assumes no responsibility for loss, damage, or delay to the stock, in car-loads	S. R.
Less than car-load: one horse, 2,000 lbs.; two horses, 3,500 lbs.; three horses, 5,000 lbs.; each additional horse, 1,000 lbs	1
Stallions, 4,000 lbs	1
Horned animals, 2,000 lbs. each	2
Calves and sheep, less than car-load, 200 lbs. each, (but not in any instance less than 75 cents each	1½
Hogs, less than car-load, actual weight	1½

The line will not assume any liability over one hundred dollars on horses and valuable live-stock, except by special agreement.

Agents are not allowed to receive and ship such valuable horse or other animal until a proper contract or release is signed by the owner or shipper thereof.

At the above rates the owner is to feed, water, and take care of his stock at his own expense and risk, and is to assume all risk of injury or damage that the animals may do to themselves or to each other, or which may arise from delay of trains.

Stock will only be taken by the car-load, at the price fixed under the table of "special rates," when a contract is executed by the station-agent and shipper, to be loaded and unloaded, watered, and fed by the owner, and at his risk in all respects, except

as specified in form of contract or receipt in hands of agents.

Two or three cars of stock will entitle the owner, or driver, to pass on the train with the stock, to take care of it. Four cars and upwards, one owner, two men in charge, to pass on stock-train, which is the maximum number that will be passed on any train from one consignor or party. All persons thus passed are at their own risk of personal injury from any cause whatever.

The agent at the station where the stock is loaded will give no passes, but must enter on the back of the contract the name or names of the persons who are actually entitled to pass free with the stock, which is the authority for the conductor to pass them.

Agents will refuse to enter any name on contract but those of owner or employees in charge, without regard to passes required by number of cars.

Agents of this company are not authorized to agree to forward live stock, to be delivered at any specified time.

Locomotive-engines and tenders, hauled in train, 35 cents per mile.

Locomotive-tire	4
Looking-glasses, boxed, owner's risk of breakage	D. 1
Lounges, owner's risk	D. 1
Lumber, common, 5,000 feet and over, S. R.	

Lumber, hard, 25 per cent. more than common. Square and round timber, not more than 25 feet long, same per M as common lumber. Over 25 feet long, 25 per cent. added. Siding, not over half inch, rated at one-half the price of common lumber. From half-inch to inch, rated as one inch. No deduction made on account of lumber being dressed. 6 M lath and 10 M shingles rated as one M common lumber. Cedar posts, per cord of 128 cubic feet, same as one M common lumber. Other posts, same as one M hard lumber. Saw-logs, same as hard lumber, owner to load.

Lumber, either hard or common, less than 1,000 feet	3

1,000 feet and less than 5,000 feet, 25 per cent. more than S. R.

M.

Machinery, in car-loads, not otherwise specified, owner's risk	S. R.
in frame, owners' risk	1½
not set up	1
less than car-load, boxed.	2
Madder	2
Malt	4
Manilla	3
Marble, owner's risk.	
In blocks & slabs, rough	3
car-loads	4
Lettered, prepaid	1
Wrought, owner's risk	1
Matches, owner's risk	1
Mats and rugs	1
Mattresses	D. 1
Measures and tubs	1
Meat, fresh, prepaid	1
Medicines	1
Melodeons, boxed, owner's risk	1
Melons, prepaid, owner's risk	1
Metallic coffins	1
Millstones, owner's risk of breakage	3
Mill-stuffs, car loads	S. R.
Mill-stuffs, in bags, less than car-load	4
Mineral-water	1
Molasses, owner's risk of leakage	3
20 bbls., or over	4
Moss, in sacks	1
Pressed, in bales	2
Mouldings, common build'ng	1
Musical instruments, not otherwise specified, owner's risk	D 1
Mustard	2

N.

Nails and tacks, in boxes	3
Nails and spikes, in kegs	4
Nails, in bags	2
Nail-rods	4
Nuts, in boxes or casks	2
Nuts, in sacks, owner's risk	1

O.

Oakum, in bales	2
Oil-cake	4
Oil-cloth	2
Oil, lard, whale, and linseed, in wood, owner's risk of leakage	3
Oil, lard, whale, and linseed, in wood, company's risk	1½
Oil, in glass, owner's risk of breakage	1
Oranges, and lemons, owner's risk of damage and wastage	1
Oysters and clams	

P.

Paintings, and pictures, owner's risk	D. 1
Paints, in boxes and cans, not otherwise specified	2
Paints, white lead or zinc, dry or in oil,	
in cans, boxed	4
in kegs or bbls	4
not boxed	1
Palm-leaves, in bales	1
Paper-hangings, in boxes	2
not boxed	1
Paper, in boxes	1
Paper, printing and wrap'g	2
Do. do. in car-loads	4
Pasteboard	2
Peaches, dried	2
in car-load	4
Peaches, green, owner's risk, prepaid.	1
Peas, in casks, dried	3
Peas, green	1
Pianos, owner's risk, actual weight	1
Pickles, in casks	3
Pickles, in glass, at owner's risk	1
Picture-frames, and mouldings	D. 1
Pine-apples, owner's risk	1
Pipes	2
Pitch, and asphaltum	4
Plaster, 24 bbls. or over	S. R.
Less than 24 bbls	4
Plaster, stucco, 24 bbls. or over	S. R.
Less than 24 bbls	4

Plaster-of-Paris ornam'ts ..... D. 1
Plate-glass, owner's risk of breakage. D. 1
Over 8 feet long, special agreement.
Plow-steel 2
Plows, (see Agricultural implements.)
Pork, packed 4
Porter and ale, in glass, packed, own er's risk 1
Posts, fence, (see Lumber.)
Potatoes, in sacks or barrels 4
Potatoes, or garden-roots, in car-loads, 1 cent per 100 lbs. more than wheat.
Between way stations 4
Potatoes, sweet. 1
Poultry, dressed, owner's risk, prepaid 1
Poultry, live ..... D. 1
Powder, in co.'s powder-car, or in fire-proof magazines, at company's convenience, magaz'e returned free ..... D. 1
in car-loads 1
Preserves, in glass or cans, boxed, owner's risk 1
100 boxes or more 2
Printing-presses 1
Prunes, in casks or boxes 2
Pumice-stones 3
Pumps 1
Pumps in car-loads, wagon-rates.
Putty 3
Pump-tubing, wood 2
in car-loads, wagon-rates.

Q.

Quicksilver, in iron flasks 1

R.

Rags, owner's risk of fire, in sacks 1
pressed in bales 3
in car-loads. 4
Railroad chairs and spikes 4
Railroad-iron ..... S. R.
Raisins, owner's risk, not strapped ... 1
strapped 2
Rakes 1
Rattan 1
Refrigerators 1
Resin 4
Rice, in bags, owner's risk 1
Rice, in tierces and bbls 4
Rigging and rope 4
Roofing-paper, same as felt.
Rope 4
Rubber car-springs 2
Rubber packing, hose, and belting 1
Rugs and mats 1

S.

Saddlery hardware 2
Saddles 1
Safes, milk, meat, or bread ..... D. 1
Saleratus 4
Salt, in sacks or bbls 4
Salt, 24 bbls. or over ..... S. R.
Saltpetre 4
Sand, 18,000 lbs. or more ..... S. R.
under 18,000 lbs. 4
Sand-paper 1
Sardines 2
Sash, window 1
in car-loads ..... S. R.
glazed, owner's risk of breakage 1
Saw-logs, (see Lumber.)
Scales and scale-beams, boxed 2
Scales and scale-beams, not boxed 1
School-slates, boxed 2
Scythes 2
Scythe-snaths 1
Scythe-stones 3
Seed-drills, (see Ag. imp.)
Seeds, not otherwise specified 2
Sewing-machines, knocked down and boxed 1
boxed ..... D. 1
not boxed, not taken.
Sheep-pelts, dry 1
Sheep-pelts, green 2
Shingle and stave bolts, under 18,000 lbs 4
18,000 lbs. or more ..... S. R.
Shingles ..... S. R.
Shingle-machines 1
Shoe-blacking 2
Shoe-findings 1
Shoe-pegs 1
Shorts, (see Mill-stuffs.)
Shovels 2
Shot, in kegs or boxes 4
Shot, in bags, owner's risk ..... D. 1
Show-cases, owner's risk ..... D. 1
Sieves 1
Sizing 1
Skins, not otherwise specified, in bales 1
Slate, roofing 4
Sleighs, boxed, owner's risk, three times first-class.
Not boxed, (see Carriages.)
Sleigh-shoes 2
Smut-machines 1
Snuff 1
Soap, common 4
Soap, fancy 2
Soda 4
Soda-ash 4
Sofas and lounges, owner's risk, actual weight ..... D. 1
Solder 2
Sorghum-sugar mills 3
Sorghum-syrup, owner's risk of leakage 3
Spades 2
Spelter 2
Spices 2
Staves and heading 4
in car-loads, not exceeding 10 tons S. R.
Stationery 1
Starch 3
Steam-boilers, (see Boilers.)
Steel 2
Steel-springs, cast 2
Steel plow-wings 2
Straw goods 1
Stone, in blocks, dressed or rough, in car-loads, loaded and unl'd by owner ..... S. R.
less than 18,000 lbs 4
Stone-ware, (see Earthen-ware.)
Stove-pipe 1½

Stove-pipe, released	1
Stove-plate	D. 1
Stove-plate, released	1
Stoves	D. 1
released	1
in car-loads, released, loaded and unloaded by owner, estimated 10 tons	4
Stucco, (see Plaster.)	
Sugar, except maple	3
Sugar, in lots of 50 bbls or over	4
Sugar, in bags	2
Sugar, maple	2
Sugar-evaporators	D. 1
Sugar-kettles	2
Sumac	3

T.

Tallow	3
Tar	4
Tea	1
Terra-japonica	3
Threshing-machines, (see Agricultural implements.)	
Tile, drain	2
Tin-plate	3
Tin-ware, boxed	1
Tin-ware, loose	D. 1
Tobacco, cut	1
Tobacco, plug	3
Tobacco, unmanufactured, in hogsheads, boxes, or bales	4
Tow, owner's risk of fire	1
car-loads, released	4
Tool-chests	1
Toys, boxed	D. 1
Trees and shrubbery, prepaid, in bales, owner's risk	D. 1
in boxes, at owner's risk	1
car-loads, wagon-rates.	
Trunks, empty	1
Tubs	1
Turned-stuff	2
Turpentine, spirits, owner's risk of leakage	1
Twine, in bales	1
Type	2

U.

Umbrellas	1

V.

Varnish, owner's risk of l'k'ge	1
Vegetables, prepaid	1
Velocipedes	D. 1
Venison, owner's risk, prep'd	1
Veneering, boxed	2
Veneering, not boxed	1
Vices	2
Vinegar, owner's risk of leakage	3
in car-loads	4
Vitriol, owner's risk	D. 1

W.

Wadding	D. 1
Wagon-axles, iron	3
Wagon felloes, bows, spokes, and hubs	2
in car-loads	S. R.
Wagons, common, in pieces, 1,000 lbs. each	1
in car-loads	S. R.
Wagons, on wheels, (see Carriages.)	
Wagons, children's	D. 1
knocked down and boxed	1
Wagon skeins and boxes, owner's risk	2
in car-lots	4
Washing machines	1½
Wash-boards	2
Wash-boards, zinc-lined, 25 doz. or over	3
Wax	1
Whalebone	1
Wheelbarrows	D. 1
Wheelbarrows, knocked down	1
Whips	1
Whisky, common, owner's risk of leakage	
20 bbrls or over	
White-lead, (see Paints.)	
Whiting	4
Willow-cuttings, owner's risk, in boxes	2
Willow-cuttings, in bales	1
Willow-reeds	2
Willow-ware	D. 1
Wicking	D. 1
Window-glass, owner's risk of breakage, 12 by 20 and over	2
under 12 by 20	3
Wine, in baskets or boxes	1
Wire-cloth	1
Wire	2
Wire-fencing, in car-loads	4
Wood, fuel, same as coal per car.	
Wooden ware	1
Wood, in shape, unfinished	2
in car-loads	S. R.
Woods of value, viz: Mahogany, rosewood, lignum-vitæ, cherry, cedar, walnut, etc.	3
in car-loads	4
Woolen goods	1
Wool	1

Y.

Yarn, pressed and in bales	1

Z.

Zinc-paint, (see Paint.)	
Zinc, sheet, in casks	4
Zinc, sheet or roll, not packed	1

78 *Chicago & Northwestern Railway, Iowa division.—Local freight tariff.*

Distances.	Between Clinton, Iowa, and—	First class.	Second class.	Third class.	Fourth class.	Grain in bulk, in car-loads, per 100 lbs.	Flour and corn-meal, in car-loads, per bbl.	Salt, lime, cement, stucco, water lime & plaster, in lots of 24 bbls or over, per bbl.	Soft lumber, in car-loads, 5,000 feet or over, per M.	Horses, per car.	Cattle and hogs, per car.	Sheep, per car.	Wagons, agricultural implements, machinery, household goods, furniture, and sash, doors and blinds, per car.	Special articles, enumerated below, in car-loads of ten tons, per car.*
5	Camanche	10	8	7	6	6	12	15	1.10	11.00	8.00	8.00	9.00	8.00
10	Low Moor	15	11	9	8	7	14	18	1.35	12.00	10.00	9.00	11.00	9.00
14	Malone	17	13	11	10	8	16	21	1.70	13.00	11.00	9.00	13.00	9.00
19	Dewitt	20	17	14	12	10	20	25	2.00	15.00	12.00	10.00	14.00	10.00
25	Grand Mound	23	20	16	13	11	22	28	2.40	17.00	14.00	12.00	16.00	12.00
31	Calamus	26	22	18	15	12	24	32	2.60	19.00	16.00	14.00	18.00	14.00
35	Wheatland	28	24	20	17	13	26	35	3.10	21.00	18.00	15.00	21.00	16.00
40	Loudon	32	27	23	18	14	28	38	3.50	23.00	20.00	17.00	23.00	18.00
47	Clarence	35	30	25	20	15	30	40	3.70	26.00	23.00	19.00	25.00	20.00
59	Stanwood	37	32	27	22	17	34	44	3.90	28.00	25.00	20.00	28.00	22.00
57	Mechanicsville	39	34	30	24	18	36	46	4.10	30.00	26.00	21.00	30.00	24.00
64	Lisbon	42	37	33	26	18	36	46	4.50	32.00	27.00	22.00	32.00	26.00
65	Mt. Vernon	42	37	33	26	20	40	48	4.50	32.00	27.00	22.00	32.00	26.00
72	Bertram	45	40	35	28	20	40	48	4.75	33.00	28.00	23.00	33.00	28.00
81	Cedar Rapids	50	43	38	30	20	40	50	5.00	35.00	30.00	24.00	35.00	30.00
90	Fairfax	52	45	40	32	22	44	52	5.50	37.00	32.00	26.00	37.00	32.00
96	Norway	54	47	42	34	23	46	54	5.75	39.00	34.00	27.00	39.00	34.00
106	Blairstown	56	50	44	36	24	48	56	6.00	41.00	36.00	28.00	41.00	36.00
111	Luzerne	58	52	46	38	26	52	58	6.25	43.00	38.00	30.00	43.00	38.00
116	Belle Plaine	60	55	48	40	27	54	60	6.50	45.00	40.00	32.00	45.00	40.00
122	Chelsea	62	57	49	41	28	56	62	6.75	47.00	42.00	34.00	47.00	42.00
132	Tama	65	60	51	43	30	60	64	7.00	52.00	45.00	36.00	50.00	44.00
139	Orford	68	62	52	45	31	62	66	7.25	55.00	48.00	38.00	52.00	47.00
142	Le Grand	72	63	53	47	32	64	68	7.25	57.00	50.00	40.00	54.00	48.00
145	Quarry	73	63	54	48	33	66	68	7.25	59.00	52.00	42.00	56.00	49.00
151	Marshal	75	65	55	50	33	66	70	7.50	62.00	55.00	44.00	58.00	50.00
158	Lamoille	78	67	57	51	35	70	73	7.75	64.00	57.00	45.00	60.00	52.00
165	State Center	78	67	57	51	35	70	75	8.00	66.00	59.00	46.00	62.00	54.00
173	Colo	81	69	59	53	37	74	77	8.25	68.00	60.00	47.00	64.00	56.00
180	Nevada	85	74	64	55	38	76	79	8.50	70.00	62.00	48.00	66.00	58.00
188	Ames	87	76	66	56	39	78	81	8.75	71.00	64.00	49.00	67.00	60.00
192	Ontario	88	78	68	58	39	79	82	8.75	72.00	64.00	50.00	69.00	61.00
202	Boone	90	80	70	60	40	80	85	9.00	73.00	65.00	52.00	70.00	63.00
208	Moingona	92	82	72	62	41	84	87	10.00	75.00	67.00	54.00	73.00	65.00
214	Ogden	94	84	74	64	42	84	89	11.00	80.00	70.00	57.00	76.00	67.00
219	Beaver	96	86	76	66	42	84	91	11.25	83.00	73.00	59.00	79.00	69.00
226	Hager	98	88	78	68	42	84	93	11.50	86.00	76.00	61.00	82.00	71.00
232	New Jefferson	100	90	80	70	42	84	95	12.00	90.00	80.00	64.00	85.00	73.00
241	Scranton	105	92	82	72	44	86	98	13.00	92.00	81.00	65.00	87.00	75.00
250	Glidden	110	94	84	74	44	86	100	14.00	93.00	82.00	66.00	89.00	77.00
258	Carroll	115	97	87	77	44	88	104	14.50	94.00	83.00	67.00	91.00	79.00
264	East Side	118	98	88	78	44	88	107	15.00	95.00	84.00	68.00	93.00	81.00
268	Tip Top	120	100	90	80	44	88	110	15.50	96.00	85.00	70.00	95.00	83.00
271	West Side	122	102	92	82	45	90	112	15.75	97.00	86.00	72.00	97.00	85.00
277	Vail	124	104	94	84	45	90	115	16.00	98.00	88.00	74.00	99.00	87.00
286	Denison	126	106	96	86	45	90	118	16.50	100.00	90.00	76.00	101.00	90.00
295	Crawford	128	108	98	88	45	90	123	16.75	103.00	93.00	78.00	103.00	92.00
303	Dunlap	130	110	100	90	45	90	125	17.00	105.00	95.00	80.00	105.00	95.00
313	Woodbine	135	115	103	92	45	90	130	17.00	105.00	95.00	80.00	105.00	95.00
321	Logan	138	118	105	93	45	90	134	17.00	105.00	95.00	80.00	105.00	95.00
329	Mo. Valley Junc.	140	120	107	93	45	90	138	17.00	105.00	95.00	80.00	105.00	95.00
338	Honey Creek	145	125	108	94	45	90	142	17.00	105.00	95.00	80.00	105.00	95.00
344	Crescent	148	128	109	94	45	90	146	17.00	105.00	95.00	80.00	105.00	95.00
351	Council Bluffs	150	130	110	95	45	90	150	17.00	105.00	95.00	80.00	105.00	95.00
352	Missouri River	150	130	110	95	45	90							

*Coal, brick, pig and scrap iron, stone, bark, hay, staves and heading, wooden-ware, wagon stuff, (in rough,) sand, ice, hoop-poles, stave-bolts, shingle-bolts, and mill stuffs.

79 *Chicago & Northwestern Railway, Iowa division.—Local freight tariff.*

Distances.	Between Missouri River or Council Bluffs, and—	First class.	Second class.	Third class.	Fourth class.	Grain in bulk, in car-loads, per 100 lbs.	Flour and corn-meal in car-loads, per brl.	Salt, lime, cement, stucco, water lime & plaster, in lots of 24 bbls, or over, per bbl.	Soft lumber in car-loads, 5,000 feet or over, per M.	Horses, per car.	Cattle and hogs, per car.	Sheep, per car.	Wagons, agricultural implements, machinery, household goods, furniture, and sash, doors, and blinds, per car.	Special articles enumerated below, in car-loads of ten tons, per car.*
7	Crescent	15	13	12	9	6	12	15	1.50	10.00	8.00	8.00	10.00	9.00
12	Honey Creek	20	17	14	12	8	16	20	1.75	12.00	10.00	10.00	12.00	11.00
21	Missouri Val. Junct	28	24	20	15	10	20	25	2.50	16.00	14.00	12.00	16.00	14.00
29	Logan	30	25	20	15	12	24	28	2.75	20.00	18.00	14.00	20.00	17.00
37	Woodbine	34	28	23	17	14	28	35	3.00	22.00	20.00	16.00	22.00	20.00
47	Dunlap	38	31	26	19	16	32	38	3.50	26.00	24.00	18.00	26.00	23.00
55	Crawford	41	33	28	21	18	36	43	4.00	28.00	26.00	20.00	28.00	25.00
64	Denison	45	35	30	24	20	40	48	4.50	32.00	27.00	22.00	32.00	28.00
73	Vail	48	38	33	27	22	42	50	4.75	34.00	29.00	24.00	34.00	30.00
79	West Side	51	41	36	30	23	44	52	5.00	38.00	31.00	26.00	36.00	32.00
82	Tip Top	54	44	39	33	24	46	53	5.25	40.00	33.00	28.00	38.00	34.00
86	East Side	58	48	41	36	24	48	54	5.50	42.00	35.00	28.00	40.00	36.00
92	Carroll	62	52	43	38	25	50	55	5.75	46.00	38.00	30.00	42.00	38.00
99	Glidden	65	55	45	40	26	52	56	6.00	50.00	40.00	32.00	45.00	40.00
109	Scranton	68	58	48	42	28	53	58	6.25	54.00	43.00	34.00	47.00	42.00
118	New Jefferson	71	61	51	44	30	55	60	6.50	58.00	45.00	36.00	49.00	44.00
124	Hager	74	64	54	46	31	59	62	6.75	60.00	47.00	38.00	51.00	45.00
131	Beaver	76	66	56	47	32	62	64	7.00	62.00	49.00	38.00	52.00	46.00
136	Ogden	77	67	57	48	33	64	66	7.00	64.00	51.00	40.00	54.00	47.00
142	Moingona	79	69	59	49	34	66	68	7.25	64.00	53.00	42.00	58.00	48.00
148	Boone	80	70	60	50	35	70	70	7.50	65.00	55.00	45.00	60.00	50.00
158	Ontario	84	74	64	53	36	72	73	7.75	67.00	57.00	47.00	62.00	52.00
162	Ames	86	76	66	55	37	74	75	7.90	68.00	58.00	47.00	63.00	54.00
170	Nevada	88	78	68	57	38	76	77	8.00	70.00	60.00	48.00	65.00	55.00
177	Colo	90	80	70	59	39	78	79	8.25	72.00	61.00	50.00	67.00	57.00
185	State Center	92	82	72	60	40	80	81	8.50	73.00	62.00	52.00	69.00	58.00
192	Lamoille	93	83	73	61	41	82	83	8.75	74.00	63.00	53.00	71.00	59.00
199	Marshall	95	85	75	62	42	84	85	9.00	75.00	65.00	55.00	73.00	60.00
205	Quarry	97	87	77	64	42	84	88	9.50	78.00	67.00	57.00	75.00	62.00
208	Le Grand	99	89	79	65	42	84	90	9.75	80.00	68.00	59.00	79.00	64.00
211	Orford	101	91	81	66	43	84	90	10.00	82.00	70.00	60.00	80.00	65.00
218	Tama	105	93	83	68	43	85	90	11.00	85.00	73.00	61.00	81.00	66.00
228	Chelsea	110	95	85	72	43	85	92	11.50	87.00	76.00	62.00	83.00	67.00
234	Belle Plaine	113	97	87	74	43	86	94	12.50	89.00	78.00	63.00	85.00	69.00
230	Luzerne	115	98	88	76	43	86	96	13.00	91.00	80.00	65.00	87.00	71.00
244	Blairstown	117	99	89	78	44	86	98	13.50	93.00	82.00	67.00	89.00	73.00
253	Norway	120	100	90	80	44	88	100	14.00	95.00	85.00	70.00	90.00	75.00
260	Fairfax	120	100	90	80	45	90	100	14.25	96.00	87.00	72.00	91.00	77.00
268	Cedar Rapids	120	100	90	80	45	90	100	14.50	98.00	89.00	74.00	92.00	79.00
275	Bertram	122	102	92	82	45	90	105	14.75	100.00	91.00	76.00	94.00	81.00
285	Mt. Vernon	124	104	94	84	45	90	110	15.00	102.00	92.00	77.00	96.00	83.00
286	Lisbon	124	104	94	84	45	90	110	15.00	102.00	92.00	77.00	97.00	85.00
293	Mechanicsville	126	106	96	86	45	90	115	15.75	104.00	94.00	78.00	98.00	87.00
298	Stanwood	128	108	98	88	45	90	120	16.50	104.00	94.00	78.00	98.00	87.00
303	Clarence	130	110	100	90	45	90	125	17.00	105.00	95.00	80.00	100.00	90.00
310	Loudon	134	114	102	92	45	90	130	17.00	105.00	95.00	80.00	102.00	92.00
315	Wheatland	137	117	104	92	45	90	130	17.00	105.00	95.00	80.00	102.00	92.00
319	Calamus	139	119	105	93	45	90	135	17.00	105.00	95.00	80.00	103.00	93.00
325	Grand Mound	141	121	106	93	45	90	135	17.00	105.00	95.00	80.00	103.00	93.00
331	De Witt	143	123	107	94	45	90	140	17.00	105.00	95.00	80.00	104.00	94.00
337	Malone	145	125	108	94	45	90	140	17.00	105.00	95.00	80.00	104.00	94.00
339	Low Moor	146	126	109	94	45	90	145	17.00	105.00	95.00	80.00	105.00	95.00
345	Camanche	148	128	109	94	45	90	145	17.00	105.00	95.00	80.00	105.00	95.00
351	Clinton	150	130	110	95	45	90	150	17.00	105.00	95.00	80.00	105.00	95.00

*Coal, brick, pig and scrap iron, hay, staves and heading, wooden-ware, wagon stuff, (in rough,) sand, ice, hoop-poles, shingle-bolts, stave-bolts and mill stuffs.

80 *Chicago & Northwestern Railway, Iowa division.—Coal tariff.*

The following rates will be used in billing coal (in quantities of 10 tons) from points named.

To—	From Boone, per car, 10 tons.	From Moingona, per car, 10 tons.
Ontario	7 00	10 00
Ames	8 00	13 00
Nevada	10 00	15 00
Colo	12 00	17 00
State Center	14 00	19 00
Lamoille	15 50	20 00
Marshall	17 50	22 00
Quarry	18 50	23 00
Le Grand	19 00	24 00
Orford	20 00	25 00
Tama	22 00	27 00
Chelsea	24 00	29 00
Belle Plaine	26 00	31 00
Luzerne	28 00	33 00
Blairstown	30 00	35 00
Norway	32 00	37 00
Fairfax	33 00	38 00
Cedar Rapids	33 00	38 00
Bertram	36 00	41 00
M't Vernon	38 00	43 00
Lisbon	39 00	44 00
Mechanicsville	39 00	44 00
Stanwood	40 00	45 00
Clarence	40 00	45 00
Loudon	40 00	45 00
Wheatland	40 00	45 00
Calamus	40 00	45 00
Grand Mound	40 00	45 00
De Witt	40 00	45 00
Malone	40 00	45 00
Low Moor	40 00	45 00
Camanche	40 00	45 00
Clinton	40 00	45 00
Ogden	10 00	7 00
Beaver	12 00	9 00
Hager	14 00	12 00
New Jefferson	18 00	15 00
Scranton	19 00	16 00
Glidden	22 00	19 00
Carroll	24 00	21 00
East Side	26 00	23 00
Tip Top	28 00	25 00
West Side	31 00	29 00
Vail	33 00	30 00
Denison	35 00	32 00
Crawford	37 00	34 00
Dunlap	38 00	35 00
Logan	38 00	35 00
Woodbine	40 00	37 00
Missouri Valley Junction	44 00	41 00
Honey Creek	45 00	42 00
Crescent	48 00	45 00
Council Bluffs	48 00	45 00
Missouri River	48 00	45 00

81 *Chicago & Northwestern Railway, Iowa division.—Distance tariff for ascertaining rates between local stations.*

When a rate is required for any distance under 100 miles, and the exact distance is not shown, use the rate for the next nearest distance. If a rate is required for any distance over 100 miles, and the exact distance is not shown, observe the following rule, viz: If rate is required for 124 miles, use the rate for 120 miles; if for 125, or any fraction of ten over 120 miles, use the rate for 130 miles.

Miles.	First class.	Second class.	Third class.	Fourth class.	Grain in bulk, in car-loads, per 100 lbs.	Flour and corn meal, in car-loads, per bbl.	Salt, lime, cement, stucco, water lime, and plaster, in lots of 24 bbls. or over, per bbl.	Soft lumber, in car-loads, 5,000 feet or over, per M.	Horses, per car.	Cattle and hogs, per car.	Sheep, per car.	Wagons, agricultural implements, machinery, household goods, furniture, and sash, doors, and blinds, per car.	Special articles enumerated below, in car loads of ten tons, per car.*
5	10	8	7	6	4	10	10	1.50	11.00	8.00	8.00	10.00	7.00
10	15	12	10	8	5	10	15	1.75	13.00	11.00	9.00	12.00	8.00
15	20	16	13	11	5	10	20	2.15	15.00	13.00	11.00	14.00	9.00
20	24	20	16	14	6	12	25	2.50	17.00	14.00	12.00	16.00	10.00
25	26	23	18	15	7	15	28	2.75	19.00	16.00	13.00	18.00	12.00
30	29	26	20	16	8	16	31	3.10	21.00	17.00	15.00	20.00	14.00
35	32	28	22	18	9	18	34	3.50	23.00	18.00	16.00	22.00	16.00
40	36	30	25	19	10	20	38	4.00	25.00	20.00	17.00	25.00	18.00
45	38	32	27	21	12	24	40	4.25	27.00	22.00	18.00	27.00	20.00
50	40	34	29	23	14	28	42	4.50	29.00	24.00	20.00	29.00	22.00
55	42	36	31	24	16	32	44	4.75	31.00	26.00	21.00	31.00	24.00
60	45	38	32	25	17	35	46	5.00	33.00	28.00	23.00	33.00	26.00
65	47	41	34	27	18	38	47	5.25	34.00	29.00	24.00	33.00	27.00
70	50	45	36	29	20	41	48	5.50	35.00	30.00	24.00	34.00	28.00
75	52	48	38	30	22	45	49	5.75	36.00	31.00	25.00	34.00	29.00
80	55	50	40	32	24	48	50	6.00	37.00	32.00	26.00	35.00	30.00
85	57	51	41	34	26	51	53	6.25	38.00	33.00	26.00	37.00	32.00
90	59	52	42	35	27	53	56	6.50	39.00	34.00	27.00	39.00	33.00
95	62	53	43	36	28	56	58	6.75	40.00	35.00	27.00	40.00	34.00
100	65	55	45	38	29	58	60	7.00	41.00	36.00	28.00	41.00	36.00
110	67	57	47	40	31	60	62	7.25	45.00	39.00	31.00	44.00	39.00
120	69	59	49	43	32	62	64	7.50	49.00	42.00	34.00	48.00	42.00
130	71	61	51	45	33	65	66	7.75	53.00	46.00	37.00	51.00	45.00
140	73	63	53	47	34	68	68	8.10	57.00	50.00	41.00	55.00	48.00
150	75	65	55	50	35	70	70	8.50	60.00	54.00	44.00	58.00	50.00
160	78	68	58	52	36	72	72	9.00	63.00	58.00	45.00	60.00	53.00
170	81	71	61	54	37	74	74	9.50	66.00	60.00	47.00	63.00	56.00
180	83	74	64	56	38	76	76	10.00	69.00	62.00	49.00	65.00	59.00
190	87	77	67	58	39	78	78	10.50	71.00	63.00	50.00	68.00	61.00
200	90	80	70	60	40	80	80	11.00	73.00	65.00	52.00	70.00	63.00
210	94	83	73	63	41	82	84	12.00	77.00	68.00	55.00	74.00	66.00
220	98	86	76	66	42	84	88	13.00	81.00	71.00	58.00	78.00	69.00
230	1.02	89	79	69	43	86	92	13.75	85.00	75.00	61.00	82.00	71.00
240	1.06	92	82	72	44	88	96	14.50	89.00	79.00	64.00	86.00	74.00
250	1.10	95	85	75	45	90	1.00	15.00	93.00	82.00	67.00	90.00	77.00
260	1.14	98	88	78	46	91	1.04	15.50	95.00	85.00	70.00	93.00	80.00
270	1.18	1.01	91	81	46	93	1.08	16.25	97.00	87.00	72.00	96.00	84.00
280	1.22	1.04	94	84	47	94	1.12	16.75	99.00	89.00	75.00	99.00	88.00
290	1.26	1.07	97	87	47	95	1.16	17.25	102.00	92.00	78.00	102.00	92.00
300	1.30	1.10	1.00	90	48	96	1.20	18.00	105.00	95.00	80.00	105.00	95.00
310	1.34	1.14	1.02	91	48	97	1.24	18.50	106.00	96.00	81.00	106.00	95.00
320	1.38	1.18	1.04	92	49	97	1.28	19.00	107.00	97.00	82.00	107.00	95.00
330	1.42	1.22	1.06	93	49	98	1.32	19.25	108.00	98.00	83.00	108.00	95.00
340	1.46	1.26	1.08	94	49	99	1.36	19.50	109.00	99.00	84.00	109.00	95.00
350	1.50	1.30	1.10	95	50	1.00	1.40	20.00	110.00	100.00	85.00	110.00	95.00

*Coal, brick, pig and scrap iron, stone, bark, hay, staves and heading, wooden-ware, wagon stuff, (in rough) and, ice, hoop-poles, shingle-bolts, stave-bolts, and mill-stuffs.

Distances.	Between Chicago and—	First class.	Second class.	Third class.	Fourth class.	Grain in bulk (except corn & oats) per 100 lbs.	Corn and oats, per 100 lbs.	Flour & corn-meal in lots of 100 bbls. or over, per bbl.	Salt, lime, stucco, cement, water-lime, & plaster, in lots of 24 bbls., or more, per bbl.	Soft lumber, in car-loads, 5,000 feet or over, per M.	Horses, per car.	Cattle & hogs, per car.	Sheep, per car.	Wagons, agricultural implements, machinery, household goods, furniture, and sash, doors, & blinds, per car.	Special articles, enumerated below, in car loads, ten tons, per car.†
138	Clinton	67	60	55	47	30	25	60	60	5.75	62.00	54.00	44.00	60.00	50.00
143	Camanche	69	62	56	48	30	25	60	60	6.00	64.00	55.00	45.00	60.00	51.00
148	Low Moor	70	63	56	48	30	25	60	62	6.25	66.00	56.00	46.00	60.00	52.00
152	Malone	71	64	57	48	30	25	60	62	6.50	66.00	57.00	46.00	60.00	53.00
157	De Witt	72	64	57	48	30	25	60	65	6.75	68.00	58.00	47.00	60.00	54.00
163	Grand Mound	74	66	58	49	30	25	60	68	7.00	69.00	59.00	47.00	60.00	55.00
169	Calamus	75	67	58	49	30	25	60	70	7.25	70.00	60.00	47.00	60.00	56.00
173	Wheatland	76	67	59	49	30	25	60	70	7.50	70.00	60.00	47.00	62.00	57.00
178	Loudon	78	68	59	49	30	25	60	70	7.60	70.00	60.00	48.00	64.00	58.00
185	Clarence	80	70	60	50	31	26	62	70	7.75	70.00	60.00	48.00	66.00	59.00
190	Stanwood	82	72	61	51	31	26	62	70	8.00	71.00	61.00	50.00	68.00	60.00
195	Mechanicsville	84	73	62	52	32	27	64	70	8.25	72.00	62.00	50.00	68.00	61.00
202	Lisbon	86	75	63	53	33	28	66	75	8.50	73.00	63.00	51.00	70.00	62.00
203	M't Vernon	86	75	63	53	33	28	66	75	8.75	73.00	63.00	51.00	72.00	63.00
210	Bertram	88	77	65	54	34	29	68	80	9.00	74.00	64.00	52.00	74.00	64.00
219	Cedar Rapids	90	80	65	55	34	29	68	85	9.50	75.00	65.00	52.00	76.00	65.00
228	Fairfax	92	81	68	57	35	30	70	90	9.75	77.00	66.00	53.00	78.00	66.00
234	Norway	92	83	70	60	35	30	70	90	10.00	79.00	68.00	54.00	80.00	67.00
244	Blairstown	94	84	72	62	35	30	70	90	10.25	80.00	70.00	56.00	82.00	68.00
249	Luzerne	96	85	73	62	36	31	72	90	10.50	82.00	71.00	57.00	82.00	69.00
254	Belle Plaine	97	86	73	62	37	32	74	90	10.60	82.00	72.00	58.00	84.00	70.00
265	Chel-ea	98	87	74	63	38	33	76	92	10.75	83.00	73.00	60.00	84.00	72.00
270	Tama	99	88	75	63	38	33	76	94	11.00	85.00	75.00	62.00	86.00	74.00
277	Orford	100	89	76	63	39	34	78	94	11.25	87.00	75.00	64.00	88.00	76.00
280	Le Grand	101	90	77	63	39	34	78	96	11.30	89.00	75.00	64.00	90.00	76.00
283	Quarry	102	91	77	64	40	35	80	96	11.40	89.00	75.00	64.00	92.00	77.00
289	Marshall	102	92	78	65	40	35	80	98	11.50	90.00	75.00	65.00	92.00	78.00
296	Lamoille	104	93	80	66	40	35	80	100	11.75	90.00	75.00	65.00	94.00	80.00

303	State Center	106	94	80	67	40	35	80	100	12.00	90.00	75.00	65.00	96.00	81.00
311	Colo	108	95	81	68	40	35	80	102	12.00	90.00	75.00	65.00	96.00	82.00
318	Nevada	110	97	82	68	40	35	80	104	12.25	90.00	75.60	65.00	98.00	82.00
326	Ames	112	99	83	69	40	35	80	106	12.25	92.00	76.00	65.00	100.00	83.00
330	Ontario	113	100	84	70	40	35	80	106	12.50	92.00	76.00	65.00	100.00	84.00
340	Boone	115	100	85	70	40	35	80	110	12.50	94.00	76.00	65.00	102.00	85.00
346	Moingona	118	103	87	71	41	35	82	115	13.00	96.00	78.00	66.00	105.00	86.00
352	Ogden	120	105	89	72	42	35	84	115	13.10	98.00	80.00	67.00	107.00	87.00
357	Beaver	123	107	90	73	42	35	84	115	13.20	100.00	82.00	68.00	108.00	88.00
364	Hager	125	109	92	74	43	35	86	115	13.40	102.00	84.00	69.00	109.00	89.00
370	New Jefferson	127	111	94	75	43	35	86	115	13.50	103.00	85.00	70.00	110.00	90.00
379	Scranton	129	113	95	76	43	35	86	120	13.75	104.00	86.00	71.00	112.00	94.00
388	Glidden	131	115	96	77	43	35	86	120	14.00	105.00	87.00	72.00	114.00	94.00
396	Carroll	132	117	97	78	44	35	88	120	14.00	107.00	88.00	73.00	116.00	96.00
402	East Side	133	118	98	79	44	35	88	120	14.25	108.00	89.00	74.00	118.00	96.00
406	Tip Top	134	119	99	80	45	35	90	125	14.75	110.00	90.00	75.00	118.00	98.00
409	West Side	135	120	100	80	45	35	90	125	14.75	110.00	90.00	76.00	120.00	100.00
415	Vail	135	120	100	80	45	35	90	125	14.75	110.00	92.00	77.00	120.00	100.00
424	Denison	135	120	100	80	45	35	90	130	15.00	110.00	92.00	78.00	120.00	100.00
433	Crawford	135	120	100	80	45	35	90	130	15.00	110.00	92.00	78.00	120.00	100.00
441	Dunlap	135	120	100	80	45	35	90	130	15.00	110.00	92.00	78.00	120.00	100.00
451	Woodbine	135	120	100	80	45	35	90	130	15.00	110.00	92.00	78.00	120.00	100.00
459	Logan	135	120	100	80	45	35	90	130	15.00	110.00	92.00	78.00	120.00	100.00
467	Missouri Valley Junction	135	120	100	80	45	35	90	130	15.00	110.00	94.00	78.00	120.00	100.00
476	Honey Creek	135	120	100	80	45	35	90	130	15.00	110.00	94.00	78.00	120.00	100.00
482	Crescent	135	120	100	80	45	35	90	130	15.00	110.00	94.00	78.00	120.00	100.00
489	Council Bluffs	135	120	100	80	45	35	90	130	.....	110.00	94.00	78.00	120.00	100.00
492	Missouri River	135	120	100	80	45	35	90	130	.....	110.00	94.00	78.00	120.00	100.00
493	Omaha	135	120	100	80	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....

For classification of freight see back of this tariff.

It will be observed that several articles mentioned in the classification are taken at lower rates when shipped in "car-loads," and in order to avoid misunderstanding, the "car-load" will be construed to mean 16,000 lbs. or over, except for such freight as is taken at the rate of "special articles," when the car-load will mean 20,000 lbs.

SPECIAL CONDITIONS.

1. All freight received to be shipped by rates given above, will be for warded only subject to rules and conditions of local tariff.

2. Grain in bulk will be transported at the above rates, but must be loaded by shipper, and unloaded at the elevators in Chicago, and at owner's risk of shortage, except such as may arise from collisions and similar accidents. Shippers are required to load their cars properly, and as nearly as possible with the maximum load, (10 tons,) as the company will charge freight on 18,000 lbs., even though a car contains less, and will charge 10 cents per 100 lbs. above tariff rates on all over 21,500 that may be loaded in any car. The company will not receive grain in bulk for transportation if consigned to any particular elevator in Chicago. Grain of all kinds, in bags, between points named and Chicago, will be charged 1 cent per 100 lbs. more than when in bulk.

3. Wheat in car-loads may be stopped and floured in transit at two cents per 100 lbs. over the regular rate to Chicago on wheat, from place of shipment. Wheat to be billed to, and freight paid at, the station where it is to be floured, and the flour, (same weight as wheat, reckoning 220 lbs. per b'r'l,) to be billed from milling-stations to Chicago free.

4. Shingles one-tenth, and lath one-sixth, the rate of lumber per thousand. Lumber, shingles, and lath, going from Chicago, will be charged as per table of special rates.

All lumber transported by this company must be loaded and unloaded by the owner, or at his expense. All cars of lumber must be unloaded by the owner or consignee within ten working-hours after their arrival at destination, or a charge of five dollars per day will be made for each day a car is occupied after the expiration of that time. The company reserves the right, however, to unload all lumber themselves immediately on arrival at destination, charging for same at the rate of one dollar per car—and agents are instructed to do so at all times when cars are needed for other freight. The amount so collected must be entered upon the way-bills and in the accounts. Lumber loaded by the company in Chicago will at all times be charged for at the rate of two dollars per car.

5. †Coal, brick, pig and scrap iron, shingle bolts, stave-bolts, iron ore, stone, bark, hay, staves and heading, mill stuffs, wooden-ware, wagon stuff, (in rough,) sand, ice, hoops and hoop-poles, when shipped in lots of ten tons or more, to or from Chicago, will be carried at the rates named in table for special articles.

6. It is expressly understood that all shipments of live stock charged at above rates are only made subject to terms expressed upon the usual live-stock contract, and to the general conditions of the local freight tariff issued by this company.

7. Agents must use great care to secure the doors of cars containing stock, and, as a better precaution against escapes, will, when necessary, nail strong boards across the inside of the door-way, to a proper heigth, (two-thirds the length of the door,) and sufficiently close together to surely prevent the stock from getting over or through them. The grain-

doors of cars should never be nailed, but must be raised and fastened back on inside, when live stock is to be loaded.

8. The new cars of this company must not be loaded with live stock of any kind, unless special permission is previously given to do so.

9. A cattle contract must be executed with all shippers of stock before their consignments are forwarded.

GEO. L. DUNLAP,
Gen'l Superintendent.
JNO. C. GAULT,
Ass't Gen'l Sup't & Gen'l Freight Agent.

84 CLASSIFICATION.

The attention of eastern agents and shippers is called to the important alterations that have been made in the general classification of this road.

EXPLANATION.

The number of the class is given opposite each article. 1, 2, 3, 4, stand for first, second, third, and fourth classes, respectively; 1½ for once and a half first-class, and D. 1 for double first-class. S. R. refers to tables of special rates and articles.

Articles not enumerated will be classed with analagous articles.

A.

Acids, owners' risk of leakage and breakage, and co.'s convenience	D. 1
25 carboys or over	1
Agricultural implements, owner's risk:	
In car-loads	S. R.
Less than car-loads, as follows:	
Reapers, mowers, harvesting machines, threshers, plows, seed-drills, and feed-cutters	1
Plows, knocked down and boxed	2
Corn-planters, and cultivators	1½
Knocked down	1
Fanning-mills, horse-rakes, and similar light and bulky machines	D. 1
Knocked down	1
Grain-cradles, owners' risk, one, 30 cts.; two or more, 20 cts. each, any distance.	
Alcohol, owner's risk of leakage	1
Ten bbls. or more	2
Ale, owner's risk of leakage:	
Less than 20 bbls	3
20 bbls. or over	4
Ale, in glass, packed, owner's risk of breakage and leakage	1
Alum	3
Anchors	4
Antimony, crude	1
Anvils	3
Apples, dried	2
50 bbls. and over	4
green, owner's risk, 50 barrels or more	4
green, less than 50 bbls	3
Ashes, pot and pearl	4
Asphaltum	4
Axes	3
Axle-grease	3
50 cases or over	4
Axles, iron	3

B.

Bacon, loose	2
in car-load	3
packed	4
Bagging	2
Bags, in bales	2
Bags used in transporting grain will be returned free of charge on freight trains, if properly marked and directed; but the company will not be responsible for any loss occasioned in transporting or delivering such bags. If receipts are demanded	1
Baking-powders	2
Band-boxes	D. 1
Barilla	3
Bark-mills	2
Bark, tanners'	3
Bark, in car-loads	S. R
Barrels, empty:	
Tierces, 100 lbs	1
Pork, beef, liquor, & oil bbls., 70 lbs. each	1
Beer bbls., 70 lbs. each	2
Half do. 40 lbs. each	2
Q'r do. 25 lbs. each	2
Flour-barrels, 20 lbs. each	1
Barytes	4
Bath-brick	4
Belting, rubber	1
Belting, leather	1
Barley, pearl	3
Baskets	D. 1
Bath-tubs	D. 1
Batting	D. 1
Beans, dry	3
in car-load	4
green, prepaid	1
Bed-cord, in bundles	1
Bedsteads, rough, owner's risk	2
Beef, packed	4
Bee-hives	D. 1
Beer, same as ale.	
Bees-wax	1
Bells	2
Bellows	1
Berries, except cranberries, owner's risk, prepaid	1
Billiard tables, boxed, owner's risk	1

Binders' boards	2
Bird-cages, boxed	D. 1
Black lead, in barrels or boxes	3
Bleaching-salts	4
Blue vitriol	2
Blinds	1
in car-loads	S. R.
Boiler-flues	2
Boilers, loaded and unloaded by owner:	
30 feet long or over	1½
Under 30 feet long	1
Boiler-felting	2
Bones	3
Bonnets, boxed	D. 1
Books	1
Boots and shoes, boxed and strapped	1
not strapped	1½
in trunks	D. 1
Borax	2
Bottles, owner's risk	1
Boxes, empty	1
Bran, (see mill-stuffs.)	
Brass vessels	1
Brass castings	2
Bread	1
in car-loads	3
Brick, common	4
in car-loads	S. R.
Brimstone, in boxes or kegs	2
in bbls. or hhds	
Broom-corn, released:	
Loose, or in b'dles	D 1
Pressed, in bales	1
Do. in car-loads	4
Brooms, in bales or b'dles	1
Brushes	D. 1
Buffalo robes	1½
Burlaps	2
Burning-fluid, owner's risk of leakage	1
Burning-fluid, company's risk, three times 1st class.	
Burr blocks	4
Butter, owner's risk, in crocks	D. 1
Do. in kegs or boxes	1
Do. do. in car-loads	3
Bitters, owner's risk of breakage and leakage.	
In glass, boxed	1
100 boxes or over	2

C.

Cabinet organs, owner's risk	1
Cabinet-ware, (see Furniture.)	
Cable-chain	4
Caloric engines	1
Camphene, in wood, owner's risk of leakage	1
Camphene, in wood, company's risk, three times first-class.	
Candles	2
Canvas	1
Cannon	2
Caps, in boxes, strapped	1
Caps, in boxes, not do.	1½
Caps, in trunks	D. 1
Capstans	2
Carboys and contents, owner's risk	D. 1
Carboys, (returned,) empty	1
Cards	1
Carpets and carpeting	1
Carpenters' tools	1
Carriages and sleighs, not boxed, at owners' risk of chafing, fire, and weather, at estimated weights, viz:	
Stage-coach, omnibus, or very large wagon or sleigh, 4,000 lbs.	1
Two-horse carriage, hack, or sleigh, or carriage with standing top, 3,000 lbs	1
Buggy, gig, chaise, one-horse carriage, or sleigh, 1,500 lbs	1
Sulky, light trotting-buggy, very light cutter, or common bob-sled, 750 lbs	1
Carriages, well boxed, owner's risk, twice first-class.	
Carriage-springs	2
Car-springs, rubber	2
Car-springs, volute, boxed	4
Cars hauled in trains, passenger cars, 15 cents; box cars, 10 cts.; flat cars, 8 cts. per mile.	
Car-wheels and axles	4
Carts, in pieces	1
Casks, large, empty	D. 1
Cassia	1
Cast-iron grain-mills	2
Cauldron-kettles	1
Cement, less than 24 bbls	4
24 bbls. or more	S. R.
Chain, in casks	4
Chain, loose	2
Chair-stuff, in rough	2
Chalk	4
Charcoal	1
Cheese, in boxes or casks	1
Cheese, 50 p'k'g's or over	2
Cheese, loose, owner's risk	D. 1
Chiccory	3
Chicken-coops, empty, prepaid	D. 1
China-ware, owner's risk	1
in casks	2
Chocolate	2
Cider, owner's risk of leakage	3
in car-loads	4
Cigars, box'd and strapped	D. 1
Clay	4
Clocks and weights	1
Clover-seed	2
Coal, in car-loads	S. R.
less than car-load	4
Coal-tar, in car-loads	4
less than car-load	3
Coal-oil, in wood, owner's risk of leakage	1
Coal-oil, in wood, company's risk, three times 1st-class.	
Coal-oil, 50 bbls. or more, owner's risk of leakage	4
50 bbls. or over, company's risk of leakage	1
Cob-mills	2
Cocoa	2
Cocoa matting	2
Codfish, in casks or boxes	3
5,000 lbs. or over	4
Coffee, ground	2
Coffee, in sacks	3

50 sacks or over 4
Coffins, metallic or wood 1
Collars, horse 1
Composition for roofing 4
Concentrated lye 2
Condensed milk, coffee, and meats .. 1
100 boxes or more 2
Confectionery, owner's risk:
Less than 500 lbs ..... D. 1
500 lbs. or over 1
Copper vessels 1
Copperas 4
Copper bottoms 2
Copper, plates, sheets, bolts, pig, wire, nails, and rods 2
Copying-presses 1
Cordage, in bundles 1
Corks 1
Corn meal, (see Flour.)
Corn-shellers 1
Cotton waste 2
Cotton, in bales 1
Covers 1
Crackers, in bbls. or boxes 1
10 barrels or over 2
50 barrels 3
car-loads 4
Cranberries 2
Cream tartar 2
Crockery, owner's risk:
In barrels or boxes 2
In crates or hhds 4
Crowbars 3
Crucibles 1
Cutlery 1
Clothes-pins 2

D.

Dates 2
Deer-skins, pressed, in bales 1
Deer-skins, in bundles ..... D. 1
Demijohns, owners' risk ..... D. 1
Domestics, sheetings, shirting, ticking, and denims, in original bales. 1
Doors 2
In cars loads ..... S. R.
Drag-teeth, in brls. or boxes 4
Druggists' stock 1
Drugs and medicines 1
Dry goods, in boxes and bales 1
Dry goods, in trunks ..... D. 1
Duck 1
Dye-stuffs, not otherwise specified ... 2

E.

Earthen and stone-ware, owners' risk:
In crates or hhds 4
Loose, at owner's risk 1
In car-loads, wagon-rates.
Earth-paints 4
Eggs, packed, owner's risk 1
Emery 2
Engines, steam, if set up, to be loaded and unloaded by owner 1½

F.

Feathers, in bags ..... D. 1
Felt, for roofing 2
5 tons, or over 4
Figs, in boxes or casks 2
Figs, in drums 1
Fire-arms 1
Fire-brick 4
Fire-crackers, fire-works ..... D. 1
Fish, dried, pickled, or salted. 3
Fish, 5,000 lbs. or over 4
Fish, fresh, prepaid 1
Flax, owner's risk of fire 1
Flax-seed, 18,000 lbs. or more 4
Less than 18,000 lbs 3
Flour, 100 bbls. and over ..... S. R.
Flour, in lots of 50 bbls. and less than 100 bbls., 20 per cent. will be added to special rates.
Flour, less than 50 bbls .....
Flour, in sacks, owner's risk of wet and waste, 2,000 lbs. and over. 3
less than 2,000 lbs 2
in car loads, at owner's risk of wet and waste, rated same as bbls.
Forks, hay and manure 2
Fowls, live ..... D. 1
Fruits, dried 2
Fruits, canned 1
100 boxes or more 2
Fruits, green, owner's risk, prepaid . 1
Furniture, owner's risk:
In car-loads ..... S. R.
Set up, released ..... D. 1
Knocked down or unfinished 1
Set up and boxed ..... D. 1
Furs ..... D. 1

G.

Galvanized-iron cornice, &c ..... D. 1
Game, owner's risk, prep'd 1
Garden seeds 1
Garden roots, (see Potatoes.)
Gas fixtures, boxed 1
Ginseng 1
Glassware, owner's risk 1
Glass, plate, owner's risk of breakage D. 1
Over 8 feet long, special agreement.
Glue 2
Grain, in lots of 18,000 lbs. and over, owner's risk of short weight ..... S. R.
Grain, in lots of less than 18,000 lbs . 4
Receipts not given for grain in bulk, or for any number of sacks, except more or less. The company will not be responsible for discrepancy in number of sacks thus shipped. Consignors not wishing grain to go to elevator must ship in sacks. All grain must be loaded by shipper.
Grain-cradles, (see Agricultural implements.)
Grapes, in kegs or boxes, owner's risk, prepaid 1
Grass-seed, except clover 2
18,000 lbs. or more 4
Grease, same as lard.
Grindstones, owner's risk 4
Grindstones, company's risk 1
Gum copal 2
Gum shellac, original pkgs 2
Gunny-bags, in bales 4

H.

Hair, in sacks 1
Hair, pressed, in bales or brls 2
in car-loads 4
Hams and shoulders, loose 2
in car-loads 3
Hams and shoulders, pack'd 4
Harness 1
Hardware, not otherwise specified ... 2
Hats, in boxes, strapped 1
not strapped 1½
in trunks ..... D. 1
Hay-presses, knocked down 1
Hay-presses, set up, wagon-rates.
Hay, pressed, in car-loads,
110 owner's risk of fire, loaded and unloaded by owner .... S. R.
Hemp-machines 2
Hemp, owner's risk of fire 1
Herring, in boxes or kegs 2
Hides, dry 1½
Hides, green, car-load 4
less than car-load 2
High wines:
5 bbls. or more 2
Less than 5 bbls 1
In car-loads 4
Hobby-horses ..... D. 1
knocked down and boxed 1
Hoes 2
Hogs, dressed, owner's risk of weather and delay of trains 2
in car loads 3
Hollow ware, owner's risk 1
Hominy 2
Honey 1
Hoops and hoop-poles:
Car-load not to exceed 10 tons ..... S. R.
Less than car-load 4
Hoofs and horns 2
Hops 2
Horse-shoes 4
Household goods, not furniture, well boxed 1
Household goods, in car-loads, wagon-rates.

I.

Ice, prepaid 1
Ice, car-loads ..... S. R.
India-rubber goods, not otherwise specified 1
Indigo 1
Ink, in glass or stone 1
Ink, printing or other, in wood 2
Iron: bar, band, or boiler 4
Iron bolts and washers 4
Iron castings, in boxes or casks 2
Iron castings, not otherwise specified; light and loose. 1
heavy and plain 4
Iron facings 3
Iron, hoop or sheet, owner's risk of rust 1
77 Iron nuts and rivets 4
Iron-ore 4
in car-loads ..... S. R.
Iron, pig, 18,000 lbs or more ..... S. R.
under 18,000 lbs 4
Iron pipe: gas and water 3
Iron railing 2
Iron roofing, in boxes 3
Iron safes 2
Iron, scrap, 18,000 lbs. and over ..... S. R.
in bbls. or boxes less than car-load 4
Iron shutters 3
Iron water-wheels 2
Ivory 1

J.

Japanned ware 1
Junk and jute 3

K.

Kerosene, (see coal-oil.)

L.

Lampblack 2
Lanterns 1
Lard 2
Lard, in car-loads 4
Lasts 2
Lath ..... S. R.
Lead, pig 4
in bar, pipe or sheet 1
in casks 3
Leather, loose 1
except loose 2
Lemons and oranges, owner's risk of damage and wastage 1
Licorice 2
Lightning-rods, in bundles 2
Lime, in bulk. Car-lots. Cattle-rate for same distance.
Lime, 24 bbls. or more ..... S. R.
Lime, in bbls under 24 bbls 4
Liquors or liquids, in glass, owner's risk of leakage and breakage 1
Liquors, in wood, owner's risk of leakage 1
Liquids, in cans or jugs:
Packed in kegs or boxes 1
Not packed in kegs or boxes, not taken.
Live stock, shipped by contract, under which the company assumes no responsibility for loss, damage, or delay to the stock, in car-loads ..... S. R.
Less than car-load: one horse, 2,000 lbs.; two horses, 3,500 lbs.; three horses, 5,000 lbs.; each additional horse, 1,000 lbs 1
Stallions, 4,000 lbs 1
Horned animals, 2,000 lbs. each 2
Calves and sheep, less than car-load, 200 lbs. each, (but not in any instance less than 75 cents each ... 1½
Hogs, less than car-load, actual weight 1½
The line will not assume any liability over one hundred dollars on horses and valuable live-stock, except by special agreement.
Agents are not allowed to receive and ship such valuable horse or other animal until

a proper contract or release is signed by the owner or shipper thereof.

At the above rates the owner is to feed, water, and take care of his stock at his own expense and risk, and is to assume all risk of injury or damage that the animals may do to themselves or to each other, or which may arise from delay of trains.

Stock will only be taken by the car-load, at the price fixed under the table of "special rates," when a contract is executed by the station-agent and shipper, to be loaded and unloaded, watered, and fed by the owner, and at his risk in all respects, except as specified in form of contract or receipt in hands of agents.

Two or three cars of stock will entitle the owner, or driver, to pass on the train with the stock, to take care of it. Four cars and upwards, one owner, two men in charge, to pass on stock-train, which is the maximum number that will be passed on any train from one consignor or party. All persons thus passed are at their own risk of personal injury from any cause whatever.

The agent at the station where the stock is loaded will give no passes, but must enter on the back of the contract the name or names of the persons who are actually entitled to pass free with the stock, which is the authority for the conductor to pass them.

Agents will refuse to enter any name on contract but those of owner or employees in charge, without regard to passes required by number of cars.

Agents of this company are not authorized to agree to forward live stock, to be delivered at any specified time.

Locomotive-engines and tenders, hauled in train, 35 cents per mile.

Locomotive-tire 4

Looking-glasses, boxed, owner's risk of breakage ..... D. 1

Lounges, owner's risk ..... D. 1

Lumber, common, 5,000 feet and over, S. R.

Lumber, hard, 25 per cent. more than common. Square and round timber, not more than 25 feet long, same per M as common lumber. Over 25 feet long, 25 per cent. added. Siding, not over half inch, rated at one-half the price of common lumber. From half-inch to inch, rated as one inch. No deduction made on account of lumber being dressed. 6 M lath and 10 M shingles rated as one M common lumber. Cedar posts, per cord of 128 cubic feet, same as one M common lumber. Other posts, same as one M hard lumber. Saw-logs, same as hard lumber, owner to load.

Lumber, either hard or common, less than 1,000 feet 3
1,000 feet and less than 5,000 feet, 25 per cent. more than S. R.

M.

Machinery, in car-loads, not otherwise specified, owner's risk ... S. R.
in frame, owners' risk.... 1½
not set up..... 1
less than car-load, boxed. 2

Madder 2
Malt 4
Manilla 3
Marble, owner's risk.
In blocks & slabs, rough 3
car-loads 4
Lettered, prepaid 1
Wrought, owner's risk 1
Matches, owner's risk 1
Mats and rugs 1
Mattresses ..... D. 1
Measures and tubs 1
Meat, fresh, prepaid 1
Medicines 1
Melodeons, boxed, owner's risk 1
Melons, prepaid, owner's risk 1
Metallic coffins 1
Millstones, owner's risk of breakage .. 3
Mill-stuffs, car-loads ..... S. R.
Mill-stuffs, in bags, less than car-load 4
Mineral-water 1
Molasses, owner's risk of leakage 3
20 bbls., or over 4
Moss, in sacks 1
Pressed, in bales 2
Mouldings, common build'ng 1
Musical instruments, not otherwise specified, owner's risk ..... D. 1
Mustard 2

N.

Nails and tacks, in boxes 3
Nails and spikes, in kegs 4
Nails, in bags 2
Nail-rods 4
Nuts, in boxes or casks 2
Nuts, in sacks, owner's risk 1

O.

Oakum, in bales 2
Oil-cake 4
Oil-cloth 2
Oil, lard, whale, and linseed, in wood, owner's risk of leakage 3
Oil, lard, whale, and linseed, in wood, company's risk 1½
Oil, in glass, owner's risk of breakage 1
Oranges, and lemons, owner's risk of damage and wastage 1
Oysters and clams .....

P.

Paintings, and pictures, owner's risk .. D. 1
Paints, in boxes and cans, not otherwise specified 2
Paints, white lead or zinc, dry or in oil, in cans, boxed 4
in kegs or bbls 4
not boxed 1
Palm-leaves, in bales 1
Paper-hangings, in boxes 2
not boxed 1
Paper, in boxes 1
Paper, printing and wrap'g 2
Do. do. in car-loads 4

For classification of freight see back of this tariff.

It will be observed that several articles mentioned in the classification are taken at lower rates when shipped in "car-loads," and in order to avoid misunderstanding, the "car-load" will be construed to mean 16,000 lbs. or over, except for such freight as is taken at the rate of "special articles," when the car-load will mean 20,000 lbs.

SPECIAL CONDITIONS.

1. All freight received to be shipped by rates given above, will be forwarded only subject to rules and conditions of local tariff.

2. Grain in bulk will be transported at the above rates, but must be loaded by shipper, and unloaded at the elevators in Chicago, and at owner's risk of shortage, except such as may arise from collisions and similar accidents. Shippers are required to load their cars properly, and as nearly as possible with the maximum load, (10 tons,) as the company will charge freight on 18,000 lbs., even though a car contains less, and will charge 10 cents per 100 lbs. above tariff rates on all over 21,500 that may be loaded in any car. The company will not receive grain in bulk for transportation if consigned to any particular elevator in Chicago. Grain of all kinds, in bags, between points named and Chicago, will be charged 1 cent per 100 lbs. more than when in bulk.

3. Wheat in car-loads may be stopped and floured in transit at two cents per 100 lbs. over the regular rate to Chicago on wheat, from place of shipment. Wheat to be billed to, and freight paid at, the station where it is to be floured, and the flour, (same weight as wheat, reckoning 220 lbs. per b'r'l,) to be billed from milling-stations to Chicago free.

4. Shingles one-tenth, and lath one-sixth, the rate of lumber per thousand. Lumber, shingles, and lath, going from Chicago, will be charged as per table of special rates.

All lumber transported by this company must be loaded and unloaded by the owner, or at his expense. All cars of lumber must be unloaded by the owner or consignee within ten working-hours after their arrival at destination, or a charge of five dollars per day will be made for each day a car is occupied after the expiration of that time. The company reserves the right, however, to unload all lumber themselves immediately on arrival at destination, charging for same at the rate of one dollar per car—and agents are instructed to do so at all times when cars are needed for other freight. The amount so collected must be entered upon the way-bills and in the accounts. Lumber loaded by the company in Chicago will at all times be charged for at the rate of two dollars per car.

5. †Coal, brick, pig and scrap iron, shingle-bolts, stave-bolts, iron ore, stone, bark, hay, staves and heading, mill stuffs, wooden-ware, wagon stuff, (in rough,) sand, ice, hoops and hoop-poles, when shipped in lots of ten tons or more, to or from Chicago, will be carried at the rates named in table for special articles.

6. It is expressly understood that all shipments of live stock charged at above rates are only made subject to terms expressed upon the usual live-stock contract, and to the general conditions of the local freight tariff issued by this company.

7. Agents must use great care to secure the doors of cars containing stock, and, as a better precaution against escapes, will, when necessary, nail strong boards across the inside of the door-way, to a proper heigth, (two-thirds the length of the door,) and sufficiently close together to surely prevent the stock from getting over or through them. The grain-

doors of cars should never be nailed, but must be raised and fastened back on inside, when live stock is to be loaded.

8. The new cars of this company must not be loaded with live stock of any kind, unless special permission is previously given to do so.

9. A cattle contract must be executed with all shippers of stock before their consignments are forwarded.

GEO. L. DUNLAP,
Gen'l Superintendent.
JNO. C. GAULT,
Ass't Gen'l Sup't & Gen'l Freight Agent.

84 CLASSIFICATION.

The attention of eastern agents and shippers is called to the important alterations that have been made in the general classification of this road.

EXPLANATION.

The number of the class is given opposite each article. 1, 2, 3, 4, stand for first, second, third, and fourth classes, respectively; 1½ for once and a half first-class, and D. 1 for double first-class. S. R. refers to tables of special rates and articles.

Articles not enumerated will be classed with analagous articles.

A.

Acids, owners' risk of leakage and breakage, and co.'s convenience	D. 1
25 carboys or over	1
Agricultural implements, owner's risk:	
In car-loads	S. R.
Less than car-loads, as follows:	
Reapers, mowers, harvesting machines, threshers, plows, seed-drills, and feed-cutters	1
Plows, knocked down and boxed	2
Corn-planters, and cultivators	1½
Knocked down	1
Fanning-mills, horse-rakes, and similar light and bulky machines	D. 1
Knocked down	1
Grain-cradles, owners' risk, one, 30 cts.; two or more, 20 cts. each, any distance.	
Alcohol, owner's risk of leakage	1
Ten bbls. or more	2
Ale, owner's risk of leakage:	
Less than 20 bbls	3
20 bbls. or over	4
Ale, in glass, packed, owner's risk of breakage and leakage	1
Alum	3
Anchors	4
Antimony, crude	1
Anvils	3
Apples, dried	2
50 bbls. and over	4
green, owner's risk, 50 barrels or more	4
green, less than 50 bbls	3
Ashes, pot and pearl	4
Asphaltum	4
Axes	3
Axle-grease	3
50 cases or over	4
Axles, iron	3

B.

Bacon, loose	2
in car-load	3
packed	4
Bagging	2
Bags, in bales	2
Bags used in transporting grain will be returned free of charge on freight trains, if properly marked and directed; but the company will not be responsible for any loss occasioned in transporting or delivering such bags. If receipts are demanded	1
Baking-powders	2
Band-boxes	D. 1
Barilla	3
Bark-mills	2
Bark, tanners'	3
Bark, in car-loads	S. R
Barrels, empty:	
Tierces, 100 lbs	1
Pork, beef, liquor, & oil bbls., 70 lbs. each	1
Beer bbls., 70 lbs. each	2
Half do. 40 lbs. each	2
Q'r do. 25 lbs. each	2
Flour-barrels, 20 lbs. each	1
Barytes	4
Bath-brick	4
Belting, rubber	1
Belting, leather	1
Barley, pearl	3
Baskets	D. 1
Bath-tubs	D. 1
Batting	D. 1
Beans, dry	3
in car-load	4
green, prepaid	1
Bed-cord, in bundles	1
Bedsteads, rough, owner's risk	2
Beef, packed	4
Bee-hives	D. 1
Beer, same as ale.	
Bees-wax	1
Bells	2
Bellows	1
Berries, except cranberries, owner's risk, prepaid	1
Billiard tables, boxed, owner's risk	1

Binders' boards	2
Bird-cages, boxed	D. 1
Black lead, in barrels or boxes	3
Bleaching-salts	4
Blue vitriol	2
Blinds	1
in car-loads	S. R.
Boiler-flues	2
Boilers, loaded and unloaded by owner:	
30 feet long or over	1½
Under 30 feet long	1
Boiler-felting	2
Bones	3
Bonnets, boxed	D. 1
Books	1
Boots and shoes, boxed and strapped	1
not strapped	1½
in trunks	D. 1
Borax	2
Bottles, owner's risk	1
Boxes, empty	1
Bran, (see mill-stuffs.)	
Brass vessels	1
Brass castings	2
Bread	1
in car-loads	3
Brick, common	4
in car-loads	S. R.
Brimstone, in boxes or kegs	2
in bbls. or hhds	
Broom-corn, released:	
Loose, or in b'dles	D 1
Pressed, in bales	1
Do. in car-loads	4
Brooms, in bales or b'dles	1
Brushes	D. 1
Buffalo robes	1½
Burlaps	2
Burning-fluid, owner's risk of leakage	1
Burning-fluid, company's risk, three times 1st class.	
Burr blocks	4
Butter, owner's risk, in crocks	D. 1
Do. in kegs or boxes	1
Do. do. in car-loads	3
Bitters, owner's risk of breakage and leakage.	
In glass, boxed	1
100 boxes or over	2

C.

Cabinet organs, owner's risk	1
Cabinet-ware, (see Furniture.)	
Cable-chain	4
Caloric engines	1
Camphene, in wood, owner's risk of leakage	1
Camphene, in wood, company's risk, three times first-class.	
Candles	2
Canvas	1
Cannon	2
Caps, in boxes, strapped	1
Caps, in boxes, not do.	1½
Caps, in trunks	D. 1
Capstans	2
Carboys and contents, owner's risk	D. 1
Carboys, (returned,) empty	1
Cards	1
Carpets and carpeting	1
Carpenters' tools	1
Carriages and sleighs, not boxed, at owners' risk of chafing, fire, and weather, at estimated weights, viz:	
Stage-coach, omnibus, or very large wagon or sleigh, 4,000 lbs.	1
Two-horse carriage, hack, or sleigh, or carriage with standing top, 3,000 lbs	1
Buggy, gig, chaise, one-horse carriage, or sleigh, 1,500 lbs	1
Sulky, light trotting-buggy, very light cutter, or common bob-sled, 750 lbs	1
Carriages, well boxed, owner's risk, twice first-class.	
Carriage-springs	2
Car-springs, rubber	2
Car-springs, volute, boxed	4
Cars hauled in trains, passenger cars, 15 cents; box cars, 10 cts.; flat cars, 8 cts. per mile.	
Car-wheels and axles	4
Carts, in pieces	1
Casks, large, empty	D. 1
Cassia	1
Cast-iron grain-mills	2
Cauldron-kettles	1
Cement, less than 24 bbls	4
24 bbls. or more	S. R.
Chain, in casks	4
Chain, loose	2
Chair-stuff, in rough	2
Chalk	4
Charcoal	1
Cheese, in boxes or casks	1
Cheese, 50 p'k'g's or over	2
Cheese, loose, owner's risk	D. 1
Chiccory	3
Chicken-coops, empty, prepaid	D. 1
China-ware, owner's risk	1
in casks	2
Chocolate	2
Cider, owner's risk of leakage	3
in car-loads	4
Cigars, box'd and strapped	D. 1
Clay	4
Clocks and weights	1
Clover-seed	2
Coal, in car-loads	S. R.
less than car-load	4
Coal-tar, in car-loads	4
less than car-load	3
Coal-oil, in wood, owner's risk of leakage	1
Coal-oil, in wood, company's risk, three times 1st-class.	
Coal-oil, 50 bbls. or more, owner's risk of leakage	4
50 bbls. or over, company's risk of leakage	1
Cob-mills	2
Cocoa	2
Cocoa matting	2
Codfish, in casks or boxes	3
5,000 lbs. or over	4
Coffee, ground	2
Coffee, in sacks	3

50 sacks or over 4
Coffins, metallic or wood 1
Collars, horse 1
Composition for roofing 4
Concentrated lye 2
Condensed milk, coffee, and meats .. 1
100 boxes or more 2
Confectionery, owner's risk:
Less than 500 lbs ..... D. 1
500 lbs. or over 1
Copper vessels 1
Copperas 4
Copper bottoms 2
Copper, plates, sheets, bolts, pig, wire, nails, and rods 2
Copying-presses 1
Cordage, in bundles 1
Corks 1
Corn meal, (see Flour.)
Corn-shellers 1
Cotton waste 2
Cotton, in bales 1
Covers 1
Crackers, in bbls. or boxes 1
10 barrels or over 2
50 barrels 3
car-loads 4
Cranberries 2
Cream tartar 2
Crockery, owner's risk:
In barrels or boxes 2
In crates or hhds 4
Crowbars 3
Crucibles 1
Cutlery 1
Clothes-pins 2

D.

Dates 2
Deer-skins, pressed, in bales 1
Deer-skins, in bundles ..... D. 1
Demijohns, owners' risk ..... D. 1
Domestics, sheetings, shirting, ticking, and denims, in original bales. 1
Doors 2
In cars loads ..... S. R.
Drag-teeth, in brls. or boxes 4
Druggists' stock 1
Drugs and medicines 1
Dry goods, in boxes and bales 1
Dry goods, in trunks ..... D. 1
Duck 1
Dye-stuffs, not otherwise specified ... 2

E.

Earthen and stone-ware, owners' risk:
In crates or hhds 4
Loose, at owner's risk 1
In car-loads, wagon-rates.
Earth-paints 4
Eggs, packed, owner's risk 1
Emery 2
Engines, steam, if set up, to be loaded and unloaded by owner 1½

F.

Feathers, in bags ..... D. 1
Felt, for roofing 2
5 tons, or over 4
Figs, in boxes or casks 2
Figs, in drums 1
Fire-arms 1
Fire-brick 4
Fire-crackers, fire-works ..... D. 1
Fish, dried, pickled, or salted. 3
Fish, 5,000 lbs. or over 4
Fish, fresh, prepaid 1
Flax, owner's risk of fire 1
Flax-seed, 18,000 lbs. or more 4
Less than 18,000 lbs 3
Flour, 100 bbls. and over ..... S. R.
Flour, in lots of 50 bbls. and less than 100 bbls., 20 per cent. will be added to special rates.
Flour, less than 50 bbls .....
Flour, in sacks, owner's risk of wet and waste, 2,000 lbs. and over. 3
less than 2,000 lbs 2
in car loads, at owner's risk of wet and waste, rated same as bbls.
Forks, hay and manure 2
Fowls, live ..... D. 1
Fruits, dried 2
Fruits, canned 1
100 boxes or more 2
Fruits, green, owner's risk, prepaid . 1
Furniture, owner's risk:
In car-loads ..... S. R.
Set up, released ..... D. 1
Knocked down or unfinished 1
Set up and boxed ..... D. 1
Furs ..... D. 1

G.

Galvanized-iron cornice, &c ..... D. 1
Game, owner's risk, prep'd 1
Garden seeds 1
Garden roots, (see Potatoes.)
Gas fixtures, boxed 1
Ginseng 1
Glassware, owner's risk 1
Glass, plate, owner's risk of breakage D. 1
Over 8 feet long, special agreement.
Glue 2
Grain, in lots of 18,000 lbs. and over, owner's risk of short weight ..... S. R.
Grain, in lots of less than 18,000 lbs . 4
Receipts not given for grain in bulk, or for any number of sacks, except more or less. The company will not be responsible for discrepancy in number of sacks thus shipped. Consignors not wishing grain to go to elevator must ship in sacks. All grain must be loaded by shipper.
Grain-cradles, (see Agricultural implements.)
Grapes, in kegs or boxes, owner's risk, prepaid 1
Grass-seed, except clover 2
18,000 lbs. or more 4
Grease, same as lard.
Grindstones, owner's risk 4
Grindstones, company's risk 1
Gum copal 2
Gum shellac, original pkgs 2
Gunny-bags, in bales 4

H.

Hair, in sacks 1
Hair, pressed, in bales or brls 2
in car-loads 4
Hams and shoulders, loose 2
in car-loads 3
Hams and shoulders, pack'd 4
Harness 1
Hardware, not otherwise specified ... 2
Hats, in boxes, strapped 1
not strapped 1½
in trunks ..... D. 1
Hay-presses, knocked down 1
Hay-presses, set up, wagon-rates.
Hay, pressed, in car-loads,
110 owner's risk of fire, loaded and unloaded by owner .... S. R.
Hemp-machines 2
Hemp, owner's risk of fire 1
Herring, in boxes or kegs 2
Hides, dry 1½
Hides, green, car-load 4
less than car-load 2
High wines:
5 bbls. or more 2
Less than 5 bbls 1
In car-loads 4
Hobby-horses ..... D. 1
knocked down and boxed 1
Hoes 2
Hogs, dressed, owner's risk of weather and delay of trains 2
in car loads 3
Hollow ware, owner's risk 1
Hominy 2
Honey 1
Hoops and hoop-poles:
Car-load not to exceed 10 tons ..... S. R.
Less than car-load 4
Hoofs and horns 2
Hops 2
Horse-shoes 4
Household goods, not furniture, well boxed 1
Household goods, in car-loads, wagon-rates.

I.

Ice, prepaid 1
Ice, car-loads ..... S. R.
India-rubber goods, not otherwise specified 1
Indigo 1
Ink, in glass or stone 1
Ink, printing or other, in wood 2
Iron: bar, band, or boiler 4
Iron bolts and washers 4
Iron castings, in boxes or casks 2
Iron castings, not otherwise specified; light and loose. 1
heavy and plain 4
Iron facings 3
Iron, hoop or sheet, owner's risk of rust 1
77 Iron nuts and rivets 4
Iron-ore 4
in car-loads ..... S. R.
Iron, pig, 18,000 lbs or more ..... S. R.
under 18,000 lbs 4
Iron pipe: gas and water 3
Iron railing 2
Iron roofing, in boxes 3
Iron safes 2
Iron, scrap, 18,000 lbs. and over ..... S. R.
in bbls. or boxes less than car-load 4
Iron shutters 3
Iron water-wheels 2
Ivory 1

J.

Japanned ware 1
Junk and jute 3

K.

Kerosene, (see coal-oil.)

L.

Lampblack 2
Lanterns 1
Lard 2
Lard, in car-loads 4
Lasts 2
Lath ..... S. R.
Lead, pig 4
in bar, pipe or sheet 1
in casks 3
Leather, loose 1
except loose 2
Lemons and oranges, owner's risk of damage and wastage 1
Licorice 2
Lightning-rods, in bundles 2
Lime, in bulk. Car-lots. Cattle-rate for same distance.
Lime, 24 bbls. or more ..... S. R.
Lime, in bbls under 24 bbls 4
Liquors or liquids, in glass, owner's risk of leakage and breakage 1
Liquors, in wood, owner's risk of leakage 1
Liquids, in cans or jugs:
Packed in kegs or boxes 1
Not packed in kegs or boxes, not taken.
Live stock, shipped by contract, under which the company assumes no responsibility for loss, damage, or delay to the stock, in car-loads ..... S. R.
Less than car-load: one horse, 2,000 lbs.; two horses, 3,500 lbs.; three horses, 5,000 lbs.; each additional horse, 1,000 lbs 1
Stallions, 4,000 lbs 1
Horned animals, 2,000 lbs. each 2
Calves and sheep, less than car-load, 200 lbs. each, (but not in any instance less than 75 cents each ... 1½
Hogs, less than car-load, actual weight 1¼
The line will not assume any liability over one hundred dollars on horses and valuable live-stock, except by special agreement.
Agents are not allowed to receive and ship such valuable horse or other animal until

a proper contract or release is signed by the owner or shipper thereof.

At the above rates the owner is to feed, water, and take care of his stock at his own expense and risk, and is to assume all risk of injury or damage that the animals may do to themselves or to each other, or which may arise from delay of trains.

Stock will only be taken by the car-load, at the price fixed under the table of "special rates," when a contract is executed by the station-agent and shipper, to be loaded and unloaded, watered, and fed by the owner, and at his risk in all respects, except as specified in form of contract or receipt in hands of agents.

Two or three cars of stock will entitle the owner, or driver, to pass on the train with the stock, to take care of it. Four cars and upwards, one owner, two men in charge, to pass on stock-train, which is the maximum number that will be passed on any train from one consignor or party. All persons thus passed are at their own risk of personal injury from any cause whatever.

The agent at the station where the stock is loaded will give no passes, but must enter on the back of the contract the name or names of the persons who are actually entitled to pass free with the stock, which is the authority for the conductor to pass them.

Agents will refuse to enter any name on contract but those of owner or employees in charge, without regard to passes required by number of cars.

Agents of this company are not authorized to agree to forward live stock, to be delivered at any specified time.

Locomotive-engines and tenders, hauled in train, 35 cents per mile.

Locomotive-tire 4

Looking-glasses, boxed, owner's risk of breakage ..... D. 1

Lounges, owner's risk ..... D. 1

Lumber, common, 5,000 feet and over, S. R.

Lumber, hard, 25 per cent. more than common. Square and round timber, not more than 25 feet long, same per M as common lumber. Over 25 feet long, 25 per cent. added. Siding, not over half inch, rated at one-half the price of common lumber. From half-inch to inch, rated as one inch. No deduction made on account of lumber being dressed. 6 M lath and 10 M shingles rated as one M common lumber. Cedar posts, per cord of 128 cubic feet, same as one M common lumber. Other posts, same as one M hard lumber. Saw-logs, same as hard lumber, owner to load.

Lumber, either hard or common, less than 1,000 feet 3
1,000 feet and less than 5,000 feet, 25 per cent. more than S. R.

M.

Machinery, in car-loads, not otherwise specified, owner's risk ... S. R.
in frame, owners' risk.... 1½
not set up 1
less than car-load, boxed. 2

Madder 2
Malt 4
Manilla 3
Marble, owner's risk.
In blocks & slabs, rough 3
car-loads 4
Lettered, prepaid 1
Wrought, owner's risk 1
Matches, owner's risk 1
Mats and rugs 1
Mattresses ..... D. 1
Measures and tubs 1
Meat, fresh, prepaid 1
Medicines 1
Melodeons, boxed, owner's risk 1
Melons, prepaid, owner's risk 1
Metallic coffins 1
Millstones, owner's risk of breakage .. 3
Mill-stuffs, car-loads ..... S. R.
Mill-stuffs, in bags, less than car-load 4
Mineral-water 1
Molasses, owner's risk of leakage 3
20 bbls., or over 4
Moss, in sacks 1
Pressed, in bales 2
Mouldings, common build'ng 1
Musical instruments, not otherwise specified, owner's risk ..... D. 1
Mustard 2

N.

Nails and tacks, in boxes 3
Nails and spikes, in kegs 4
Nails, in bags 2
Nail-rods 4
Nuts, in boxes or casks 2
Nuts, in sacks, owner's risk 1

O.

Oakum, in bales 2
Oil-cake 4
Oil-cloth 2
Oil, lard, whale, and linseed, in wood, owner's risk of leakage 3
Oil, lard, whale, and linseed, in wood, company's risk 1½
Oil, in glass, owner's risk of breakage 1
Oranges, and lemons, owner's risk of damage and wastage 1
Oysters and clams .....

P.

Paintings, and pictures, owner's risk .. D. 1
Paints, in boxes and cans, not otherwise specified 2
Paints, white lead or zinc, dry or in oil, in cans, boxed 4
in kegs or bbls 4
not boxed 1
Palm-leaves, in bales 1
Paper-hangings, in boxes 2
not boxed 1
Paper, in boxes 1
Paper, printing and wrap'g 2
Do. do. in car-loads 4

Pasteboard 2
Peaches, dried 2
in car-load 4
Peaches, green, owner's risk, prepaid. 1
Peas, in casks, dried 3
Peas, green 1
Pianos, owner's risk, actual weight .. 1
Pickles, in casks 3
Pickles, in glass, at owner's risk 1
Picture-frames, and mouldings ..... D. 1
Pine-apples, owner's risk 1
Pipes 2
Pitch, and asphaltum 4
Plaster, 24 bbls. or over ..... S. R.
Less than 24 bbls 4
Plaster, stucco, 24 bbls. or over ..... S. R.
Less than 24 bbls 4
Plaster-of-Paris ornam'ts ..... D. 1
Plate-glass, owner's risk of breakage. D. 1
Over 8 feet long, special agreement.
Plow-steel 2
Plows, (see Agricultural implements.)
Pork, packed 4
Porter and ale, in glass, packed, own er's risk 1
Posts, fence, (see Lumber.)
Potatoes, in sacks or barrels 4
Potatoes, or garden-roots, in car-loads, 1 cent per 100 lbs. more than wheat.
Between way stations 4
Potatoes, sweet 1
Poultry, dressed, owner's risk, prepaid 1
Poultry, live ..... D. 1
Powder, in co.'s powder-car, or in fire-proof magazines, at company's convenience, magaz'e returned free ..... D. 1
in car-loads 1
Preserves, in glass or cans, boxed, owner's risk 1
100 boxes or more 2
Printing-presses 1
Prunes, in casks or boxes 2
Pumice-stones 3
Pumps 1
Pumps in car-loads, wagon-rates.
Putty 3
Pump-tubing, wood 2
in car-loads, wagon-rates.

Q.

Quicksilver, in iron flasks 1

R.

Rags, owner's risk of fire, in sacks 1
pressed in bales 3
in car-loads. 4
Railroad chairs and spikes 4
Railroad-iron ..... S. R.
Raisins, owner's risk, not strapped ... 1
strapped 2
Rakes 1
Rattan 1
Refrigerators 1
Resin 4
Rice, in bags, owner's risk 1
Rice, in tierces and bbls 4
Rigging and rope 4
Roofing-paper, same as felt.
Rope 4
Rubber car-springs 2
Rubber packing, hose, and belting 1
Rugs and mats 1

S.

Saddlery hardware 2
Saddles 1
Safes, milk, meat, or bread ..... D. 1
Saleratus 4
Salt, in sacks or bbls 4
Salt, 24 bbls. or over ..... S. R.
Saltpetre 4
Sand, 18,000 lbs. or more ..... S. R.
under 18,000 lbs. 4
Sand-paper 1
Sardines 2
Sash, window 1
in car-loads ..... S. R.
glazed, owner's risk of breakage 1
Saw-logs, (see Lumber.)
Scales and scale-beams, boxed. 2
Scales and scale-beams, not boxed 1
School-slates, boxed 2
Scythes 2
Scythe-snaths 1
Scythe-stones 3
Seed-drills, (see Ag. imp.)
Seeds, not otherwise specified 2
Sewing-machines, knocked down and boxed 1
boxed ..... D. 1
not boxed, not taken.
Sheep-pelts, dry 1
Sheep-pelts, green 2
Shingle and stave bolts, under 18,000 lbs 4
18,000 lbs. or more ..... S. R.
Shingles ..... S. R.
Shingle-machines 1
Shoe-blacking 2
Shoe-findings 1
Shoe-pegs 1
Shorts, (see Mill-stuffs.)
Shovels 2
Shot, in kegs or boxes 4
Shot, in bags, owner's risk ..... D. 1
Show-cases, owner's risk ..... D. 1
Sieves 1
Sizing 1
Skins, not otherwise specified, in bales 1
Slate, roofing 4
Sleighs, boxed, owner's risk, three times first-class.
Not boxed, (see Carriages.)
Sleigh-shoes 2
Smut-machines 1
Snuff 1
Soap, common 4
Soap, fancy 2
Soda 4
Soda-ash 4
Sofas and lounges, owner's risk, actual weight ..... D. 1
Solder 2
Sorghum-sugar mills 3
Sorghum-syrup, owner's risk of leakage 3
Spades 2
Spelter 2
Spices 2

Staves and heading	4
in car-loads, not exceeding 10 tons	S. R.
Stationery	1
Starch	3
Steam-boilers, (see Boilers.)	
Steel	2
Steel-springs, cast	2
Steel plow-wings	2
Straw goods	1
Stone, in blocks, dressed or rough, in car-loads, loaded and unl'd by owner	S. R.
less than 18,000 lbs	4
Stone-ware, (see Earthen-ware.)	
Stove-pipe	1½
Stove-pipe, released	1
Stove-plate	D. 1
Stove-plate, released	1
Stoves	D. 1
released	1
in car-loads, released, loaded and unloaded by owner, estimated 10 tons	4
Stucco, (see Plaster.)	
Sugar, except maple	3
Sugar, in lots of 50 bbls or over	4
Sugar, in bags	2
Sugar, maple	2
Sugar-evaporators	D. 1
Sugar-kettles	2
Sumac	3

T.

Tallow	3
Tar	4
Tea	1
Terra-japonica	3
Threshing-machines, (see Agricultural implements.)	
Tile, drain	2
Tin-plate	3
Tin-ware, boxed	1
Tin-ware, loose	D. 1
Tobacco, cut	1
Tobacco, plug	3
Tobacco, unmanufactured, in hogsheads, boxes, or bales	4
Tow, owner's risk of fire	1
car-loads, released	4
Tool-chests	1
Toys, boxed	D. 1
Trees and shrubbery, prepaid, in bales, owner's risk	D. 1
in boxes, at owner's risk	1
car-loads, wagon-rates.	
Trunks, empty	1
Tubs	1
Turned-stuff	2
Turpentine, spirits, owner's risk of leakage	1
Twine, in bales	1
Type	2

U.

Umbrellas	1

V.

Varnish, owner's risk of l'k'ge	1
Vegetables, prepaid	1
Velocipedes	D. 1
Venison, owner's risk, prep'd	1
Veneering, boxed	2
Veneering, not boxed	1
Vices	2
Vinegar, owner's risk of leakage	3
in car-loads	4
Vitriol, owner's risk	D. 1

W.

Wadding	D. 1
Wagon-axles, iron	3
Wagon felloes, bows, spokes, and hubs in car-loads	2 S. R.
Wagons, common, in pieces, 1,000 lbs. each	1
in car-loads	S. R.
Wagons, on wheels, (see Carriages.)	
Wagons, children's	D. 1
knocked down and boxed	1
Wagon skeins and boxes, owner's risk	2
in car-lots	4
Washing machines	1½
Wash-boards	2
Wash-boards, zinc-lined, 25 doz. or over	3
Wax	1
Whalebone	1
Wheelbarrows	D. 1
Wheelbarrows, knocked down	1
Whips	1
Whisky, common, owner's risk of leakage	
20 bbrls or over	
White-lead, (see Paints.)	
Whiting	4
Willow-cuttings, owner's risk, in boxes	2
Willow-cuttings, in bales	1
Willow-reeds	2
Willow-ware	D. 1
Wicking	D. 1
Window-glass, owner's risk of breakage, 12 by 20 and over	2
under 12 by 20	3
Wine, in baskets or boxes	1
Wire-cloth	1
Wire	2
Wire-fencing, in car-loads	4
Wood, fuel, same as coal per car.	
Wooden ware	1
Wood, in shape, unfinished	2
in car-loads	S. R.
Woods of value, viz: Mahogany, rosewood, lignum-vitæ, cherry, cedar, walnut, etc.	3
in car-loads	4
Woolen goods	1
Wool	1

Y.

Yarn, pressed and in bales	1

Z.

Zinc-paint, (see Paint.)	
Zinc, sheet, in casks	4
Zinc, sheet or roll, not packed	1

(Indorsement on cover:) No. 544. The Chicago and Northwestern Railway Company, plaintiff in error, vs. Darius Fuller. Iowa sup. court. Filed 15th December, 1871.

Supreme Court of the United States.

No.....

THE CHICAGO & NORTHWESTERN RAILWAY COMPANY, PLAINTIFF IN ERROR,

v.

DARIUS FULLER.

IN ERROR TO THE CIRCUIT COURT OF THE UNITED STATES FOR THE DISTRICT OF IOWA.

Republican Print, Marshalltown.

Supreme Court of the United States.

THE CHICAGO & NORTHWESTERN RAILWAY COMPANY, PLAINTIFF IN ERROR,

v.

DARIUS FULLER.

IN ERROR TO THE CIRCUIT COURT OF THE UNITED STATES FOR THE DISTRICT OF IOWA.

Statement and Argument of Plaintiff in Error.

These actions were originally instituted, one in the District, and the other in the Circuit Court of Marshall County Iowa; tried to the courts and juries, verdicts in each case for Fuller; appealed to the Supreme Court of Iowa, judgments affirmed, brought to this Court on Errors.

The petitions claim the Statute penalty under Section 2, Chapter One Hundred and Sixty-nine, laws of Ninth General Assembly of Iowa, as follows:

SEC. 2. In the month of September, annually, each railroad company shall fix its rates of fare for passengers, and freights for transportation of timber, wood, and coal, per ton, cord, or thousand feet, per mile, also, its fare and freight per mile, for transporting merchandise and articles of the first, second, third and fourth grades of freight, and on the first day of October following, shall put up at all

the stations and depots on its road, a printed copy of such fare and freight, and cause a copy to remain posted during the year. For wilfully neglecting so to do, or for receiving higher rates of fare or freight than those posted, the company shall forfeit not less than one hundred dollars nor more than two hundred dollars to any person injured thereby and suing therefor.

The petitions allege that said section was violated by plaintiff in error, in charging double first-class rates upon divers shipments of furniture from Chicago, in the State of Illinois, to Marshalltown in the State of Iowa.

To these petitions, the plaintiff in error, among other defenses plead that the law aforesaid under which the penalties were claimed, so far as held to be applicable to the cases at bar was repugnant to the Constitution of the United States, unconstitutional and void.

To this plea, in each case, a demurrer was interposed and sustained by the Court, plaintiff in error at the time excepting to the ruling of the court in sustaining the demurrer. On trial the Court was asked by plaintiff in error, to instruct the jury that said law was repugnant to the Constitution of the United States, unconstitutional and void, which was refused by the Court, and plaintiff in error excepted at the time. On appeal to the Supreme Court of the State of Iowa, plaintiff in error assigned as error in the Court below, the rulings of the Court in sustaining said demurrer and refusing said instruction. The Supreme Court refused to sustain the error assigned, and affirmed the judgments of the Courts below.

The only question presented by the record, for the consideration of this court, in each of said causes, is, whether section two, chapter one hundred and sixty-nine, aforesaid, is constitutional and valid as applied to the transportation

of merchandise, from another State (Illinois) to the State of Iowa; and upon this question we submit to the consideration of the court, the following points and authorities:

I.

THE POWER OF CONGRESS TO REGULATE COMMERCE IS EXCLUSIVE.

The court erred in sustaining plaintiff's demurrer to the answer, and in refusing the instruction asked by defendant, relating to the unconstitutionality of the State law.

1. Section 2, Chapter 169, Laws of the Ninth General Assembly of the State of Iowa, so far as the same is applicable to the matters in controversy in this suit, is repugnant to the Constitution of the United States and the laws of Congress, and null and void.

2. Congress shall have power to regulate commerce with foreign nations, and among the several States, and with the Indian tribes.

Art 1, *Sec.* 8, *Constitution United States.*

3. By act of Congress, June 15, 1866, every Railroad Company in the United States, whose road is operated by steam, is authorized to carry *passengers*, *freight* and *property* on their way from *any State to another State*, and to receive *compensation* therefor.

14 *U. S. Statutes at Large*, 66.

4. The only questions to be considered in determining whether the State Law is repugnant to the Constitution of the United States and the laws of Congress thereunder, as a regulation of *fare* and *freight* on the transportation of *passengers*, *freight* and *property* on their way from one State to another, are, 1, Whether the power to regulate commerce among the several States is exclusively vested in Congress, and, 2, Whether the carrying of such passengers, freight and property from State to State for hire or

compensation is commerce; for if it is, it is commerce among the several States. If these two propositions be, as they must, admitted, then it follows that a State cannot in any manner regulate such hire and compensation any more than it can restrict or interdict the carrying of the persons and goods. The State cannot do indirectly that which it has no power or authority to do directly; nor require the carrier, under heavy penalties, which may be made, and, as the law now stands, are a mode of taxation, to regulate what it cannot regulate itself.

The leading case which, beyond all cavil, has forever settled these questions, is that of *Gibbons v. Ogden*, reported in 9 Wheaton, 1.

5. The power to regulate commerce among the several States is *exclusively* vested in Congress, as absolutely so as it would be in a *single* government, and *no part of this power can be exercised by a State.*

Gibbons v. Ogden, 9 Wheat., 196.

6. The power to regulate commerce intended to be granted, was the power which *previously* existed in the States, and it is *necessarily exclusive.*

Gibbons v. Ogden, 9 Wheat., 197, *et seq.*

7. The *grant* is *general* and *unlimited in its terms* and *necessarily excludes* the action of all others. The full power to regulate implies the whole power and leaves no *residuum.*

Gibbons v. Ogden, 9 Wheat., 198.

Brown v. Maryland, 12 Wheat., 446.

Story's Com., 1,063.

8. Whenever the terms in which a power is granted by the Constitution, or whenever the nature of the power itself requires that it shall be exclusively exercised by Congress,

the *subject is as completely* taken from State legislation as if they had been forbidden to act.

Sturges v. Crowninshield, 4 Wheat., 193.

Holmes v. Jennison, 14 Peters, 570, 591.

9. The power to regulate commerce is just as exclusive of State legislation, as the power to borrow money on the credit of the United States; to establish uniform rules of naturalization; to coin money; to establish post offices and post roads; to declare war.

Passenger Cases, 7 Howard, 394.

10. The proposition that a State may pass *any* act to *obstruct or regulate* commerce, which does not conflict with an act of Congress, would contradict the language of the Court in *Gibbons v. Ogden*, *Brown v. Maryland*, and every other case in which the commercial power has been considered.

Passenger Cases, 7 Howard, 398.

11. A concurrent power in two distinct sovereignties to regulate the same thing is as inconsistent in principle, as it is impracticable in action. It involves a moral and physical impossibility. The action of one necessarily precludes the other, and that which is first, being competent, must establish the rule.

Passenger Cases, 7 Howard, 399.

12. A concurrrent power in the States to regulate commerce is an anamoly not found in the Constitution.

Passenger Cases, 7 Howard, 396.

13. No State can regulate foreign commerce, or commerce among the several States, because the power is exclusively vested in Congress.

Passenger Cases, 7 Howard, 400.

14. That the power to regulate commerce among the several States is exclusively vested in Congress, is as fully established as any other power under the Constitution which has been controverted.

Passenger Cases, 7 Howard, 408.

16. The intention was to establish among the States a perfect equality in respect to commerce and navigation, and this intention can neither be interrupted by Congress nor by the States. When Congress enacts regulations of commerce, it does so for the United States, and the equality exists. When a State passes a law *in any way* acting upon commerce, it can only do so for itself, and the equality is destroyed. In such case the Constitution would be violated, both in the spirit and in the letter.

Passenger cases, 7 Howard, 420.

16. A State cannot interfere in any manner with commerce authorized and regulated by Congress, whether it be persons, freight or property, *until the persons are landed*, and the *freight* or *property have become a part of the general mass of property of the State.*

Passenger Cases. 7 Howard, 422.

17. The power claimed (not the exercise of the power) by the State is in its nature in conflict with the power given to Congress, and the extent to which it may be exercised does not enter into the inquiry concerning its existence. The power is complete in itself, and has no limitations other than are prescribed by the Constitution itself, and it is co-extensive with the subject on which it acts.

Brown v. Maryland, 12 Wheat., 446, 447.
Gibbons v. Ogden, 9 Wheat., 196.

So that in the language of the learned Justice McLean, with whom Justices Wayne, Catron, NcKinley and Grier concurred, in the Passenger Cases above cited: "Whether we consider the nature of the commercial power, the class of commercial powers with which it is placed, the decision of

the Supreme Court of the United States in *Gibbons v. Ogden*, reiterated in *Brown v. Maryland*—and often re-asserted by Mr. Justice Story, who participated in these dscisions, we are brought to the conclusion that the power to regulate commerce with foreign nations and among the several States is exclusively vested in Congress, and that no State can exercise any part of that power." This is not only sustained by all the decisions of the Supreme Court of the United States, but by every approved rule of construction, and in conclusion upon this point we refer to the dissent ing opinion of Mr. Justice Story, (which is sustained in the Passenger Cases above) in the case of the *City of New York v. Miln*, 11 Peters, 158; *Houston v. Moore*, 5 Wheat., 22; 2, Story's Com. on the Constitution, § 1,063; 1, Kent's Com., (11 ed.) 436, 437, marginal; *Groves v. Slaughter*, 15 Peters, 511; and we assert without the fear of successful contradiction, that the doctrine that the power to regulate commerce among the several States is vested exclusively in Congress, is conclusively settled by every decision of the Supreme Court of the United States from *Gibbons v. Ogden*, inclusive, down to the present time, and that when ever a contrary opinion has been entertained it is but the *individual opinion of the Judges*, without judiciul authority to overrule what has so often been deliberately and solemnly affirmed *by the Court;* that the power is just as exclusive of State interference, or regulation, whether Congress has expressly acted or not; and that the States can in no way or manner, to a greater or less extent, directly or indirectly, act, *or require others to act*, upon commerce among the several States, because the *people of all* the States have granted the whole power, for the protection *of the people of the United States*, exclusively to Congress, the only competent body to act legislatively *for all;* and there cannot in the very nature of things be any part of *that power* left in or reserved by the people of each State, to act through their several State Legislatures upon the subject.

It will doubtless be insisted by the defendant in error, that while the power to regulate commerce lies in its dormant state, the States may lawfully exercise it, and that the State law is invalid only when it comes in conflict with some act of Congress upon the same subject matter, and that the State law is in the nature of a *police regulation*, and properly within the powers reserved to the States.

But these ideas have long since been exploded. Not one of them can be sustained, and certainly not in the case at bar.

The case of *Wilson et al. v. The Black Bird Creek Marsh Company*, reported in 2 Peters, 245, is relied upon by defendant in error to support his theory, in regard to the action of the State being competent until Congress shall have exercised the power to regulate commerce; and, that even then, the State law must be in absolute opposition to or in conflict with the act of Congress, to render it objectionable. But a careful examination of that case will not sustain this position. As Justice McLean has well said, 7 Howard, 398: "the language of the Chief Justice must be construed in reference to the *question* before the Court. To suppose that he intended to lay down the general proposition, that a State might pass any act to *obstruct* or regulate commerce, which did not come in conflict with an act of Congress, would not be only unauthorized by the language used, *and the facts before the court*, but it would contradict the language of the court in *Gibbons v. Ogden*, *Brown v. Maryland*, and every other case in which the commercial power has been considered." That was a case wholly between the citizens of Delaware. The defendants as well as the plaintiffs being citizens of that State. It does not appear that citizens of other States had ever been accustomed to navigate that creek, nor that defendants were in any manner engaged in prosecuting a commercial transaction which concerned the citizens of any other State, nor that the stream had any existence

beyond the boundaries of Delaware. The sole question before the court was, whether the power of Congress to regulate navigation as one of the branches of commerce extended to the navigation of that small, local stream, so as to exclude State action; whether such navigation had ever been deemed necessary for the prosecution of any commercial transaction concerning the citizens of more than *one State* or not. The venerable Chief Justice in deciding *that* question, and *no other*, held that though the State act abridged the rights of those who had been accustomed to navigate the stream, such abridgement, unless it *conflicted* with the *constitution or a law* of the United States, was an affair *wholly* between the *State* of Delaware and *its citizens*. That if Congress had passed any act which *bore upon the case*, any act in the execution of the power to regulate commerce, the object of which was to control State legislation, there would not be much difficulty in determining that the law was void, that under *all the circumstances* of the case, the State act could not be considered repugnant to the power of Congress to regulate *commerce in its dormant* state, or as being in conflict with any law passed on the subject. In speaking of *commerce in its dormant state*, and that if Congress had passed any act which bore upon the case, the court must be understood to have had reference only to that *branch* of commerce involved in the controversy—the navigation of that creek—which was in its dormant state so far as the citizens of any other State were concerned, because they had never exercised nor claimed the right, under the constitution, to navigate its waters, and Congress had passed no act designed for the protection of the citizens of Delaware against the operation of their own State laws. It was not the power to regulate which was considered in its dormant state, for this power had been exercised by Congress from the earliest history of the government under the federal constitution; but it was the commerce itself, included in

the term navigation, as applied to that particular transaction.

No one can entertain a doubt as to what the decision of the court would have been, in that case, had it been a commercial transaction between the citizens of another State and those of Delaware, if the navigation of Black Bird Creek had been necessary to the successful prosecution of the undertaking, or if Congress had authorized the navigation of that stream; for the learned Chief Justice has not left us in the dark as to what he would have held in such case. He has authorattvely and fully settled those questions in *Gibbons v. Ogden* and *Brown v. Maryland*, and the same doctrine has been held in *Houston v. Moore*, in the Passenger Cases, in *Sinnot v. Davenport*, and in every case where the question has been considered. The only other cases to which the defendant in error can refer in support of his positions, are without judicial authority to overrule the contrary doctrine. The strongest of these is the *City of New York v. Miln*, 11 Peters, 102, and we insist, as did the Supreme Court of the United States in the Passenger Cases, *Supra*, that there was no decision of the court in that case, (see 7 Howard, 429, *et seq.*,) and that the dissenting opinion of Mr. Justice Story, 11 Pet., 153, is sustained by the court, and that the opinion of the other Judges is completely overthrown by the Passenger Cases, the court there clearly maintaining the contrary doctrine as sustained in the case of *Gibbons v. Ogden* and *Brown v. Maryland*, by re-affirming what was fully settled by those cases; *that the power to regulate commerce among the several States is exclusively vested in Congress, and that no part of that power can be exercised by a State*, and that a State law, when viewed as a regulation of commerce among the several States, is invalid because repugnant to the constitution of the United States, whether such State law comes in conflict with any express act of Congress or not. We refer particularly to the judgment of the Court in the case of

Brown v. Maryland, 12 Wheat., 449, where in entering judgment the court says that "the law of Maryland is null and void because it is *repugnant* to that *clause* of the Constitution of the United States, empowering Congress to regulate commerce with foreign nations, and among the several States." In the same case it is said that *any penalty inflicted on the importer for selling the article in his character of importer, must be in opposition to the act of Congress which authorizes importation*, and that any charge on the *introduction* and *incorporation* of the article into and with the common mass of property of the State must be *hostile to the power of Congress to regulate commerce, since an essential part of that regulation* and the *principal object of it is* to prescribe the regular means for accomplishing that introduction and incorporation; and that the power *claimed by the State is in its nature in conflict with the power given to Congress*, and the *greater* or *less extent in which it may be exercised, does not* enter into the inquiry concerning its existence.

Hence we say that the case of *Brown v. Maryland* decides this case in favor of the plaintiff in error and against the State law, whether the defendant's positions be admitted or denied, since it must follow, that if in that case the State law was in opposition to the act of Congress, because it inflicted a *penalty* upon the *importer* who was authorized by Congress to *import* the goods, and that such State law was repugnant to that clause of the Constitution empowering Congress to regulate commerce among the several States, the law of Iowa which prescribes certain duties in relation to the *transportation* of *passengers, freight*, and *property* on their way from *any* State to another State, and inflicts a penalty upon the carrier for nonperformance of those duties or any of them, *must* be in *opposition* to the *act of Congress which authorizes* such *transportation* by *such carrier* and gives compensation therefor.

Congress has regulated the commercial transaction involved in the controversy in this suit, and the State has attempted to regulate the same thing. Congress has done so by willing that commerce and intercourse with foreign nations and among the several States *shall be free*, and by authorizing every railroad company in the United States whose road is operated by steam to carry passengers, freight and property on their way from *any State* to *another State*, and to receive compensation therefor; and it is therefore not left to the discretion of any State in the Union either to refuse a right of passage to the persons or the property through its territory, or to exact any duty for permission to exercise it. If the act of Congress is authorized by the Constitution of the United States, it is *full, complete, and decisive of the whole question*, and it "cannot be that State legislatures have a right to interfere, and, as it were, by way of complement to the legislation of Congress, to prescribe additional regulations, and what may be deemed auxilliary provisions for the same purpose. In such case the legislation of Congress, in what it does not prescribe, manifestly indicates that it does not intend that there shall be any further legislation to act upon the subject matter. Its silence as to what it does not do is as expressive of what its intention is as the direct provisions made by it." *Prigg v. The Commonwealth of Pennsylvania*, 16 *Peters*, 617, 618. The same doctrine was maintained in the case of *Houston v. Moore*, 5 *Wheat.*, 21, 22, 23, 24, where the court held that when Congress has exercised a power over a particular subject given by the Constitution, it is not competent for a State to add to the provisions of Congress upon the subject, for that the *will* of Congress upon the whole subject is as clearly established by what it had not declared as by what it has expressed; that the two laws might not be in such absolute opposition to each other as to render one incapable of execution without violating the other, and yet the *will* of the one legislature may be in direct

opposition to the other; that the question is not so much a contest for power between the Federal and State governments as the rights of the citizens of the several States, secured to them by the Constitution of the United States. The people having bestowed certain powers upon Congress as the safest depository of them, have reason to complain that the same power should be exercised at the same time by the State legislature. Congress *had exercised* the power conferred upon it, to regulate commerce with foreign nations and among the several states, as fully as was deemed for the interests of such commerce, and has thus excluded the power of the States to legislate upon these subjects, although it should be conceded that important provisions have been omitted. The regulation of commerce consists as much in negative as in positive action. In the case of *Sinnot v. Davenport*, 22 *Howard*, 227, the validity of a statute of Alabama, which required the master of a vessel to file in the office of the Probate Judge of Mobile county a sworn statement setting forth, 1, the name of the vessel; 3, the name of the owner or owners; 3, his or their place of residence; 4, the interest each had in the vessel, was draw in question as a regulation of commerce, and was held to be in conflict with the Constitution and laws of the United States, and void. The court held that the nullity of any act inconsistent with the Constitution is produced by the declaration that the Constitution is the supreme law of the land, and that if an act of Congress is within the power conferred, there is an end of all controversy as to how the thing shall be regulated.—Justice McLean, in the *Passenger Cases*, 7 *Howard*, 399, 400, says the supposition of such a power in a State is utterly inconsistent with a commercial power, either paramount or exclusive, in Congress. Congress may have considered the very question involved in the State act, and deemed it inexpedient, and how could Congress prevent such interferance? A practical enforcement of this system would overthrow the Federal commercial power.

Acts in the nature of regulations acting upon the commerce of the United States no State can now constitutionally pass. Congress having acted, indicates how far the power is to be exercised, with which there can be no interference by *any State Legislature.*

In the same case, Mr. Justice Wayne, 7 Howard, 416, quoting from Martin's Summary of the Law of Nations, says: "Commerce consists in selling the superfluity, in purchasing articles of necessity, as well productions as manufactures, in buying from one nation and selling to another, or in *transporting the merchandise from the seller to the buyer to gain the freight.*" In all the foregoing particulars, Congress may act legislatively. *It is conceded that the States may not do so in any one of them.*— The subject matter of the constitutional provision, and the meaning of the terms used excludes the States from regulating commerce *in any way*, except *their own internal trade*, and confides its legislative regulation *completely and entirely* to Congress, and when he says completely and entirely, he means *all that can be included in the term commerce among the several States*, and whatever may have been the motive for such enactments, if they operate as regulations of commerce, they are unconstitutional.

Compare the Iowa Statute with the Statute of Alabama, above referred to, and if the latter was void, because in conflict with the Constitution and laws of the United States, the former is certainly for the same reason, void also. The Alabama law was much less objectionable than the Iowa statute, because the duties exacted were much easier and less expensive to perform; and when we consider the insignificance of the time, labor and expense necessary to perform the duties required by that statute, and that then all responsibility was at an end, we cannot conceive any milder form of interference with the power

of Congress to regulate commerce than that, and yet the court did not hesitate to pronounce it unconstitutional and void.

The Iowa statute requires the plaintiff in error to perform far more onerous and difficult duties, and its responsibilities for the strict performance of them never ends.—It must fix its fare for passengers, and freight for property, per mile, on every grade of freight in a particular month, annually, and post copies thereof at *every station* and *depot on its road*, on the *first day* of another particular month annually, and *keep* the *same posted during* the *entire year*, and for wilfully neglecting so to do, or for receiving a higher rate of freights or fare than those posted, it shall forfeit not less than one hundred dollars, nor more than two hundred dollars.

The duties under the Alabama law were easy to perform. The performance of the duties under the Iowa Statute is practicclly impossible. The court well knows, for it is a matter familiar to the most common observer, that an article cannot be carried as cheaply or at the same rate per mile for six miles as it can for one hundred miles, nor for one hundred as for one thousand. That it will be more expensive to carry over six miles of road at one point than over twenty miles at another, by reason of the grades, the condition of the road-bed, &c., and that the expense of maintaiding the road and carrying by rail may be largely increased at one season of the year over that of another, and very much greater at a particular season of one year than at the same season of another year.—And yet all these circumstances and conditions must, of necessity, enter into the estimates in forming correct tables of rates, and a thousand contingencies, which, in the very nature of the case, human wisdom could not foresee or anticipate, may happen to render it not only impracticable but impossible for the plaintiff in error to comply with

the rates fixed. But they cannot vary from those fixed during the year. And then the endless variety of business these carriers must perform, especially on long lines of road like plaintiff's in error, extending from Chicago, Illinois, to Council Bluffs, in the State of Iowa, from Lake Michigan to the Missouri River, makes it impossible to grade or classify their freights with such certainty as to anticipate everything they may may be required to transport, and so as to avoid all disagreement between some of its numerous agents and the thousands of shippers over its road, as to which class this or that article may belong, and yet if, in the opinion of the jury, the agent's judgment has been at fault, it is fatal, and the carrier is subjected to a penalty a hundred or two hundred fold greater than the compensation earned, or the value of the merchandise carried. It is no argument in favor of the law to say it does not limit the carrier in fixing ing its rates, and that it can, therefore, put them *so high* as to *cover all* contingencies, for it would not only be unreasonable but the very extreme of folly to require a carrier to advertise its rates at *ten dollars* per one hundred pounds on an article, which, for all that could reasonably be foreseen, could be carried for one-tenth that sum, thus virtually rendering the statute inoperative. To require a duty to be performed under heavy forfeitures, when no practical benefits are intended to be secured by it and none could possibly flow from it, would not, to say the the least of it, be very complimentary to the wisdom of the body enacting the law, nor of those who attempt to uphold and sustain it on such flimsy grounds.

If the law of Alabama was unconstitutional, because in conflict with the power of Congress to regulate commerce, and the laws of Congress authorizing vessels under license to carry on the coasting trade, the Iowa Statute is certainly unconstitutional because in conflict with the power of Congress to regulate commerce, and the law of

Congress, which authorizes every Railroad Company, whose road is operated by steam, to carry passengers and freight from State to State, and to receive compensation therefor.

Congress has asserted its authority, not by general acts alone, but by express statute. And the Supreme Court of the United States has long since fully settled the question beyond doubt that that ends the controversy. Congress has authorized the carriage and given the compensation, and left the terms of the carriage and the amount of the compensation to be fixed by contract or the custom and usage of trade.

Railroad companies now derive all their rights and authority to carry passengers, freight or property, on their way from one State to another, and to receive compensation therefor, under no forfeiture or penalty, from the laws of Congress, which, and the Constitution, are the supreme law of the land. And no State can now prescribe or require the company to fix, or post, or keep posted any rules or regulations either as to the carriage or compensation, nor affix any forfeitures or penalties in connection therewith. The power of Congress to regulate this species of commerce having been exercised specifically on the question of carriage and compensation, it cannot be said to be in a dormant state so as to leave the shadow of an excuse for the State to legislate upon the same things.—State legislation is just as completely excluded as if it were expressly forbidden. The only competent authority under the Federal Constitution, has regulated the whole subject, and done so just as far as it was deemed necessary or expedient for the safety of the people to act.

In leaving the compensation and carriage to be determined between the parties in interest, or by the usage of trade, it has indicated the entire result, and the State can

no more pass a law, or enforce one already in existence, upon the subject of compensation, freight or hire, than it can interdict the carriage altogether; *and that which it cannot do it cannot require to be done.* So that whatever might have been the force and effect of these local statutes before, in as much as Railroad Companies now acquire all their rights as to carrying and compensation under express authority from Congress to carry from State to State, the State can impose no duty upon, nor in any way or manner interfere with, control or restrict, the carrier as to the rights thus expressly given by Congress.

These carriers are not required to look to any other law than that of Congress for the rights they enjoy, nor for the duties they are to perform, nor to contract with reference to the local statutes of every State through which they must pass from Chicago to Marshalltown or San Francisco. They contract and undertake now with reference only to the law of Congress, which is the same in Massachusetts, Illinois, Iowa and California, and they have no fear of incurring penalties or forfeitures under laws wholly unknown to them, for the law by which they are to be governed is the supreme law of the land, the same everywhere and known to all. Congress has not limited the compensation to that which the several States may allow, nor to such as the carrier shall determine by classification in the month of September, or otherwise, but has wisely left the matter to be reguated by the laws of trade, and the circumstances connected with each particular case, and evidently intended it should be such as any other class of common carriers would be entitled to under similar circumstances for the like service. The State act strikes at and operates upon the very class of common carriers contemplated by the act of Congress, and does not in any manner affect any other class of carriers of the same description of commerce, but all others may and do

engage in transporting the same description of property without fixing or being required to fix any classification or stated rate of compensation, although carried by the identical means, in the same car, over the same road, from the same consignor to the same consignee, without incurring any liability under the statute, or being subjected to heavy and oppressive penalties, or the loss of compensation or any part of it, notwithstanding the charges may have been much greater than those of plaintiff in error, without greater responsibility for the safe carriage and delivery of the goods. In this respect the Iowa statute is peculiarly objectionable as being in conflict, not only with the Constitution of the United States, as a regulation of Commerce, but also with Section 6, Article 1 of the State Constitution. Since it is intended to and does operate only upon one class of commerce, and that the one expressly regulated by Congress in the act above cited. *And since it operates only upon one of a numerous class of common carriers, it is not uniform in its operation.*

The carrier engaged in transporting the merchandise from foreign nations and among the several States, is free from any interference on the part of the States, because he is as much protected by the Constitution and laws of the United States as the passengers or the goods. (*See* 7 *Howard*, 445, *and* 12 *Howard*, 316.)

If the State can to any extent regulate or require the carrier to regulate its compensation, it may as lawfully impose terms and conditions under which the goods shall be carried, or absolutely prohibit the carriage under penalties, and if it can do any of these the law of Congress is a mere nullity, having no force or effect whatever.

Congress must have expressly intended to supersede and exclude all action on the part of the State. No other

reason for the act can be assigned. Railroads had for more than a quarter of a century been engaged in transporting passengers, freight, and property on its way from one State to another, and had received their compensation therefor. Experiencing no difficulty as to the carriage or compensation, only so far as the local acts of the several State Legislatures may have imposed duties and penalties upon the carriers in respect to that compensation. These great thoroughfares having crept toward sunset for almost a generation, without accomplishing more than one-third the distance from ocean to ocean, had attracted little attention from the national legislature, or otherwise, only as local enterprises. But when they began to gather up their energies for a final leap across the Rocky Mountains, to span the continent, unite the oceans, and move the commerce of not only a great part of our own population, but of the civilized world, Congress, as well as the people, aroused by the magnitude of the undertaking, was not slow to see the important results, and contemplating them in their true commercial relations to the nation and the world, deemed it eminently wise and proper to nationalize the transactions by more specific regulation, and in view of the vast interests involved, and the hardships already imposed, and from these foreseeing that others more serious might be attempted, asserted its constitutional power by positive enactment, and has thereby taken the whole subject under its fostering care for the protection and benefit of all the people of the United States. So that all persons engaged in commercial transactions, whether consignor, consignee, or carrier, and everything related to or connected with them, are just as free from State action as if Congress had expressly forbidden the several States to act, and all State laws then or thereafter enacted, in any degree bearing upon the subject, in any of its branches, are without force or authority and in opposition to to the power of Congress thus expressly exercised regulating commerce among the several States.

II.

IS THE TRANSACTION IN THE CASE AT BAR COMMERCE AMONG THE STATES?

Then is the carrying of passengers, freight, and property on the way from one State to another State for *compensation*, or *hire*, commerce? If it is, it is commerce among the several States, and cannot be regulated in any manner by State legislation.

1. Commerce is commercial intercourse between nations and parts of nations in all its branches.

Gibbons v. Ogden, 9 *Wheat.*, 191, *et. seq.*
2 *Story's Com. on Const*,. § 1057.

2. Commerce consists in selling the superfluity, in purchasing articles of necessity, as well productions as manufactures, in buying from one nation or State, and selling to another, *and in transporting the merchandise from the buyer to gain the freight.*

Passenger Cases, 7 *Howard*, 416.

3. Commerce is an exchange of commodities and includes navigation and intercourse, and extends to the transportation of *passengers* and *property* for *hire.*

Passenger Cases, 7 *Howard*, 401.

4. Suppose a cargo of cotton is shipped from New Orleans to New York by way of the Mississippi River to Cairo, thence by the Illinois Central Railroad to Chicago, and thence by lake or rail, is it a commercial transaction among the several States? It is admitted that no State can interfere with or regulate the master of the vessel, the vessel, the cargo, or the freight, compensation or hire, while on the river or lake. Can such State do any of these while it is on the railroad? The cargo, the carrier, the compensation are identical. It is one commercial transaction from the point of departure to the place of destination. Is any one of these less entitle to constitu-

tional protection than another? Is it any less commerce among the several States on land than water? Is it the subject of State legislation in Illinois and not in Louisiana? Are the people of the one State to be permitted to regulate it, or compel the carrier to do so under heavy penalties, and those of the other to be prohibited from such regulation? Suppose it had gone by way of the Gulf and Ocean, would it be any more a commercial transaction between the citizens of Louisiana and New York, or of two or more States? And is there any difference between the transactions viewed in their commercial relations? Would there be any distinction between these, and the shipment of a cargo, or a single article, produced or manufactured in the State of Massachussetts, or Illinois, and sold by a citizen of either of those States to a citizen of Marshalltown, Iowa, or of San Francisco, California, whether carried by land or water, or partly by one and partly by the other? Is one to be free from State interference or regulation, and the other to be regulated by the laws of every State through which it passes? Is the carrier to look only to the laws of Congress and of trade for his government and rights in the one case, and in the other bound to consult the local statutes of half the States in the Union for these and run the hazard of incurring oppressive penalties in each of them? These are stubborn questions and the answers to them necessarily settle the character of the tranaction involved in this suit, to have been a commercial transaction among the several States, subject alone to the exclusive regulation of Congress. The idea that one transaction is commerce among the several States on which the States may legislate, and that the other is not, and subject to State action, or that as to part of one transaction it is commerce on which *some States cannot act*, and as to another part of the *same transaction*, it is something without name subject to the *regulation of some other States*, is so at variance with reason and common sense, that it would only dignify it to pronounce it absurd.

III.

THE STATUTE IS NOT A POLICE REGULATION.

1. The statute cannot be sustained on the ground that it is merely a police regulation, because police regulations are in their very nature *local*, confined to the States enacting them, and can have no force or operation beyond those things which are purely internal to such State. If they extend to or affect a commercial transaction between two or more States, or the citizens of two or more States, they so far cease to be police regulations and become regulations of commerce among the several States, and are in conflict with the power of Congress over that subject, and with the regulations which Congress has wisely seen fit to provide for its protection and government.

2. Police is the due *regulation* and *domestic order* of the kingdom, whereby the *individuals of the State*, like the members of a well-governed family, are bound to conform their general behavior to the rules of propriety, good neighborhood and good manners, and to be decent, industrious and inoffensive. 2 *Blackstone*, 162 *marginal;* see also *Bouvier's Law Dictionary*. Justice Baldwin, in *Groves v. Slaughter*, 15 Pet., 511, gives the true distinction between police regulations on the part of the State and commercial regulations among the several States by Congress: that is, police relates only to the *internal concerns of one State*, and commerce within such State is purely a matter of internal regulation, *when confined to those articles which have become so distributed as to form items of the common mass of property in the State*, but any regulation which affects the *commercial intercourse between two or more* States, or the citizens of two or more States, is within the powers *granted exclusively* to Congress, while those regulations which affect commerce carried on *within* one State, or which refer only to subjects of *internal po-*

lice, are within the powers reserved to the States. See also 7 Howard, 422 *et seq.*, and the *Lincese Cases*, reported in 5 Howard, 504. In this latter case there was no opinion pronounced by the court, but each Justice gave his own reasons for affirming the decisions of the State courts, the sum of which was that in these cases, the State laws did not operate upon commerce *authorised* by any law of Congress; that they were in the nature of police regulations for the protection of the *health* and *morals* of the citizens, and to prevent pauperism and crime within the States, having no force or effect beyond the internal concerns of such States; that if there had been any law of Congress authorizing the introduction of gin from Massachusetts into New Hampshire, then the statute of that State could not be sustained. While on these cases, we cannot forbear a particular reference to the opinion of *Chief Justice Taney*, than whom there has been no stronger advocate of the right of the State to exercise concurrent powers over commerce. He says, on page 574, that a law of Congress regulating commerce with *foreign* nations and among the several States is the supreme law of the land; and on the same page, and following, in reviewing the decision of the court in *Brown v. Maryland*, he says the court *held* that an *article authorized by law of Congress to be imported continued to be a part of the foreign commerce of the country while it remained in the hands of the importer, and that no State could directly or indirectly impose any burden upon the importer or the property imported beyond what the law of Congress had imposed;* that he argued that case on behalf of Maryland, and maintained that the State law was valid and constitutional, and persuaded himself at the time he was right, and that the decision restricted the power of the State more than a sound construction of the Constitution warranted, but that *further and more mature reflection* had convinced him that the rule then laid down by the court was *just* and *safe*, and the *best* that could have been adopted for preserving

the rights of the United States on the one hand and of the States on the other, and preventing collision between them. These admissions are important for us, coming as they did from one who was ever jealous of "States rights" when in collision with Federal authority, and completely refute his own views of the extent of Federal power over commerce among the several States, which is, as he admits, co-extensive with that over *foreign* commeree, and it must be conceded the States cannot in any event regulate the latter, and certainly they can no more the former.

It is so apparent that the Iowa statute cannot be sustained as a police regulation, so far as it affects a commercial transaction between the citizens of Illinois and the citizens of Iowa, as in the case at bar, that we crave the pardon of the court for citing any authorities upon the subject.

3. Nor can the statute be sustained because certain States have regulated pilotage, for they derive all authority for that purpose from the laws of the United States. (See Sec. 4. Acts, August 7, 1789, 1 U. S. Statutes at Large, 54, also *Cooley v. B. of W. of Phila.*, 12 Howard, 317.)

4. The Iowa act, if applicable to the case at bar, applies as much to the whole road of plaintiffs' in error as to any part of it, to that part of it in Illinois and Wisconsin, as well as in Iowa, and to the freight or compensation earned in another State, as to that earned in Iowa; and this is the construction put upon it by the defendant in error since he claims for an overcharge on the whole carriage from Chicago, Illinois, to Marshalltown, Iowa.

5. If the statute applies to any part of the freight earned from Chicago, Illinois, to Marshalltown, Iowa, so as to fix the liability in this action, it must be held as defendant in error claims, to apply to the whole freight earned, and if such construction as this be given to the statute it certatnly cannot be sustained.

6. The goods, themselves, and everything petaining to their transportation, including the compensation, was commerce between two or more States; and as such was not subject to State legislation, in any of its branches from the moment of consignment until fully delivered to the defendant in error, and the carrier had received its compensation for the carriage,—the payment of the freight in all commercial transactions being a condition precedent to delivery. When consigned, they ceased to form items in the common mass of property in the State where the shipment was made, and until delivered, that is, until fully introduced and incorporated into the mass of property in Iowa, they would not become the property of such State. How are they in the meantime to be regulated? The Constitution of the United States tells us that Congress shall regulate such commerce. Congress has asserted its authority, and that ends the controversy.

Having fully established by all the authorities that the power to regulate commerce among the several States is exclusively vested in Congress, that Congress has exercised that power so as to preclude all State action on the same subject, and that the transaction involved in this controversy, is a commercial transaction strictly within the purview of the Federal Constitution and the laws of Congress thereunder, and that the act of the Iowa Legislature, so far as it applies to or affects the matters in controversy in this suit, practically operates as a regulation of commerce among the several States, and cannot be regarded in the light of a police regulation because it is sought to make it apply to a shipment of freight and property on its way from one State to another, it follows necessarily that the State law cannot be sustained, and the plaintiff in error must be dismissed the court, free from any and all forfeitures and penalties whatever, with costs.

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Attorney for Plaintiff in Error.

Supreme Court of the United States.

OCTOBER TERM, 1873.

THE CHICAGO AND NORTHWESTERN RAILWAY CO., Plaintiff in Error,

vs.

DARIUS FULLER, Defendant in Error.

Nos. 88, 89.

IN ERROR TO THE SUPREME COURT OF THE STATE OF IOWA.

BRIEF OF DEFENDANT IN ERROR.

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BRIEF OF DEFENDANT IN ERROR.

The only question presented for the determination of the court in these cases is, whether or not the act of the Legislature of Iowa, under which these suits were instituted, so far as it applies to the plaintiff in error, and the transportation of goods upon its railroad is repugnant to the Constitution of the United States.

The suits were instituted to recover the penalties prescribed by the 2d section of the act of the General Assembly of Iowa approved April 8, 1862, entitled "*An Act in Relation to the Duties of Railroad Companies.*"

Act of Ninth General Assembly of State of Iowa, Chap. 169.
Laws of Iowa, 1862, page 197.

This act contains eleven sections, which impose such duties and liabilities upon railroad companies operating railways within the State of Iowa as the Legislature deemed necessary and proper for the protection of the rights and interests of the people.

Section 1 requires them to make certain reports to the General Assembly.

Section 2 requires each of them to fix annually, in September, rates of fare and freights, and on the 1st of October following to put up at all the stations and depots on its road a printed copy of such fare and freights, and to cause a copy to remain posted during the year.

Section 3 provides for cattle-guards.

Section 4 regulates crossings.

Section 5 imposes liability for damages sustained by reason of the neglect of the provisions of sections 3 and 4.

Section 6 renders every company liable for damages if its road is not fenced.

Section 7 renders every railway company liable for damages sustained by all persons, including employees, in consequence of the neglect of any of its agents.

Section 8 authorizes the institution of suit in any county through which a railroad passes by service of process on any station or ticket agent.

Section 9 makes judgments for any injuries to persons or property liens within the county where rendered.

Section 10 requires every land-grant road to carry troops and munitions of war, in time of war or insurrection, free of charge.

Section 11 repeals all acts in conflict with the present.

FIRST.

The 2d section of this act is not a regulation of commerce among the States.

This proposition is so well and cogently presented, and, we think, so clearly established, in the able opinion of the Supreme Court of Iowa, delivered by Judge Beck, that it

would appear to be unnecessary to add anything to its reasoning.

Fuller *v.* Chicago and N. W. R. R. Co., 31 Iowa, 205.

The statute in question is evidently general, and applies to all railroad corporations, resident and non-resident, making no discrimination whatever. It has no reference to State lines, and is unconscious of the particular domicil of the company, concerning which it prescribes regulations as to its manner of doing business at its various depots. It virtually says to each and every railroad company seeking to do business and collect freight money in Iowa:—

"You may do such business as freely and as often as you please; you may bring any and every commodity into Iowa or out of it, on your own terms; but it is for the *safety*, *welfare*, and *protection* of our citizens, that at certain intervals you announce in print the rate you will charge on the great and well-recognized divisions of freight into classes; and having announced your rates, it shall be considered an agreement or contract on your part. If you fail to post your rates, or violate the implied contract, a penalty may be collected commensurate with the wrong done, and sufficient to deter you from constant extortion, on either a large or small scale; and this penalty is inflicted, not for carrying the goods, but for a certain act committed within our confines—*failure to post rates, or receiving a higher rate than that posted.*"

It cannot be well contended that this statute is a regulation of commerce between the States. It is a necessary law to protect the domestic interests of the State, and was enacted in good faith, without desire to cripple, burden, embarrass, or affect in any manner inter-state commerce; nor has it any such effect.

The true character and objects of the legislation are thus presented in the opinion of Judge Beck:—

"The last point made by defendant is, that the statute under which the penalties are recovered is in conflict with the Constitution and laws of the United States, in that it seeks to regulate commerce among the States, a power con-

ferred by the Constitution upon Congress, (Art. I, § 8,) and exercised by that body, so far as commerce by the means of railroads is carried on, by the act of June 15, 1866. It is unnecessary to enter further into the question here presented than to inquire whether the act of the General Assembly of this State which is under consideration does, in fact, attempt to regulate or interfere with commerce. The statute will first receive our attention, in order to determine its operation and precise effect upon the railroads of the State. It provides: 1. That in the month of September of each year railroad companies shall fix rates of fare for passengers and charges for the transportation of merchandise, and on the first day of October shall post, and cause to remain posted, a copy of such rates at all its stations and depots. No attempt is here made to regulate the charges of the incorporations for the transportation of merchandise or passengers, nor is there anything in the provision which can in any way operate to interfere with or prevent the free exercise of the business of the company. It contains no prohibition of the transportation of passengers or the merchandise of the country, nor are any rights of the corporations as public carriers curtailed. It is a simple requirement that there shall be certain charges fixed by the company for services rendered by it. It is stated as an objection, that the statute requires charges to be uniform, so that merchandise must be carried for short distances at proportionately the same rates as are charged for greater distances. Without intimating that this may not be done by the Legislature, we are clearly of the opinion that it is not attempted in this act. A cursory glance at the statute will be sufficient to sustain our view. The provision is, that the charge shall be fixed at a certain rate per mile. It appears to us that it is perfectly competent for the company, under this act, to fix a certain charge per mile for merchandise from Clinton to Council Bluffs, and a different rate from Clinton to Cedar Rapids. The objection, if at all tenable, has no foundation in the act itself.

"We will consider for a moment the reason and object of this statute. Its design is to protect the citizens of the State from impositions in the way of overcharges by the agents and officers of the railroads acting under the authority of the corporations. In no business fairly and honestly conducted will one man or one class of men be charged for commodities received by, or services rendered to, them more than another man or class of men. Among honest men this is

not allowable, and no private citizen would long retain the patronage of the people who indulged in such discriminations. It is contrary to all right ideas of fairness and honorable dealing in business affairs, and is in fact a kind of oppression and injustice repulsive to all men. In the case of railroad companies that monopolize the carrying business of vast regions of country, if indulged in, the practice would result in great oppression and loss to the people. To correct such abuse, if it existed, or to prevent its introduction, the statute in question was enacted. After the rates are fixed by the corporation, it is very plain that, in order the people may receive the full benefits thereof, they must be published. If fixed and kept private, no benefit could accrue to those doing business with the railroads. The provision requiring the posting of the rates is necessary to effectuate the purpose of the Legislature in the enactment of the statute. Unless some sanction is provided for by the law, the duties imposed would not be observed; hence the penalty provided in the act for its violation.

"Do the provisions of the statute attempt to regulate commerce? The word commerce, in its general sense, means 'an interchange or mutual change of goods, wares, productions, or property of any kind between nations or individuals, either by barter or by purchase and sale; trade; traffic.' (Webster's Dictionary.) But, adopting the definition given it in its connection, as used in the Constitution of the United States, it also means intercourse and navigation. (Story on the Constitution, §§ 1061–2; Gibbons *v.* Ogden, 9 Wheat., 189; Passenger Cases, 7 How., 276; Brown *v.* Maryland, 12 Wh., 419; Mayor of New York *v.* Miln, 11 Pet., 102.)

"We may concede, for the purpose of our argument, a proposition which we do not decide, namely, that the transportation of property and persons from State to State, upon railroads constructed and owned by private corporations, is within the meaning of the term commerce.

"Admitting, then, that the transportation of property by railroads is commerce, in the sense the word is used in the Constitution of the United States, does the act in question attempt to regulate it? As we have seen, it in no sense interferes with the business of the roads or places any restriction or impediment upon the free transportation by railroads of either property or persons. They are forbidden to carry no kind or character of goods or persons. The time and place and when and where they should re-

ceive and deliver whatever they transport is not interfered with. The terms, conditions, and circumstances under which they shall transact their business are in no manner provided for. In short, transportation upon these roads is just as free, just as untrammeled, as it was before the act. The transportation itself by these roads is in no sense regulated. The regulations of the act extend to the prevention of abuses, injustice, and oppression toward the people, resulting from the unfair and unlawful practices of the agents and officers of the corporation or of the corporations themselves. It is intended simply for the protection of the people of the State, and in its practical operation has no other effect; and in this view is a police regulation indisputably within the scope of the authority of the State government. If the State may rightfully prevent, by fit legislation, railroad corporations from destroying the property of its citizens through the negligent acts of their servants, and provide penalties to be imposed for such acts, may it not interpose its authority to protect the people from greater losses by fraudulent and unfair dealings of such servants, or of the corporations themselves? If the most insignificant municipality within the State through which a railroad runs may prescribe the rate of speed to be run by the cars of the corporation engaged in the business of transportation, in commerce, as we consent it may be called, for the purpose of protecting the property or persons of its citizens, may not the State so legislate as to prevent fraud and impositions by the corporation or its servants? It would be strange, indeed, if the State, to whom the people look for the protection of their private rights and the security of property, is powerless, as against these corporations, that owe their very being to charters derived from State legislation, to prevent loss and injury to its citizens by fraudulent and unfair dealing.

"It appears to me a reasonable view, though I do not remember to have seen the thought elsewhere suggested, that no State legislative act will be considered obnoxious to the provision of the Constitution of the United States, in that it in effect regulates commerce, unless it in some way interferes with the freedom of commerce, or abridges the rights of those engaged therein. In this view the statute under consideration is unobjectionable. As we have seen, it in no way interferes with commerce; it deprives those engaged therein of no rights. It cannot be said that railroad corporations have a right to deal unfairly, fraudulently,

and oppressively toward those who patronize them; and this is all they are prevented doing by the statute in question.

"As we have before intimated, the law in question is founded upon the authority of the State to establish all proper police regulations necessary to preserve the peace, health, morals, and property of its people, and to protect them from imposition and injustice. Such laws, while they may even affect commerce and operate upon those engaged therein, are not obnoxious to the Constitution of the United States. Quarantine and health laws, under which vessels engaged in commerce may be delayed for weeks in completing their voyages, or cargoes may be seized and destroyed, and sailors and soldiers of the United States imprisoned and punished for their violation. Municipal or State regulations for the landing, inspection, and disposition of cargoes of vessels; laws prohibiting the landing of paupers or diseased persons, and requiring reports to be made to municipal or State authorities of passengers upon shipboard, and regulating the running of ferries largely engaged in transporting the merchandise and travel of the country: these, and many others of like character, all designed to promote public prosperity and to protect the people in their health and morals, and to guard them from frauds, impositions, and oppressions, are enacted and sustained under the police power of the States. The law of this State, brought in question in this case, is purely a law of this character, and of its validity we have no doubt. The views above stated, in our opinion, are in accord with doctrines recognized by the United States Supreme Court.

The Mayor, &c., of New York *v.* Miln, 11 Pet., 102.
Gibbons *v.* Ogden, 9 Wheat., 1.
License Cases, 5 How., 504.
Brown *v.* Maryland, 12 Wheat., 419.
Passenger Cases, 7 How., 276.

"We need not inquire whether Congress has exercised authority by enactment upon the subject of the statute in question, nor discuss other points made in support of the position of defendant's counsel, that it is in conflict with the Constitution of the United States, as the views we have above expressed are decisive of the case, and demand the affirmance of the judgment of the circuit court."

SECOND.

There is nothing in the legislation of the State of Iowa inconsistent or in conflict with the act of Congress of June 15, 1866. (14 Statutes, 66.)

This act, as Judge Redfield suggests, seems to be "nothing more than an *enabling* act, evidently passed at the instance of the railways." (1 Redfield on Railways, 5th ed., 726.) Congress has not attempted to legislate in this act so as to affect the question. It is not an act in execution of the power to regulate commerce which bears in any respect on the case.

It enacts (1) that every railroad company may transport over its road passengers, troops, Government supplies, mails, freight, and property, on their way from one State to another, and may receive compensation therefor; (2) that every such company may connect with roads of other States, so as to form continuous lines for the transportation of the same to the place of destination: *Provided*, that the act shall not "impair or change the *conditions* imposed by the terms of *any* act granting *lands* to any railroad company to aid in the construction of its road; nor shall it be construed to authorize any railroad company to build any new road or *connection with any other road without authority from the State in which said railroad or connection may be proposed.*"

The court will perceive from the 4th count of defendant's answer and from the laws of Iowa, that the defendant is lessee of a land-grant road, and as such is subject to all the conditions and burdens imposed upon the lessor; that by the conditions of the grant the defendant is subject to all regulations made by the Legislature of Iowa; that the lessor agreed and consented to this when accepting the grant; and that the road must forever be operated on such reasonable conditions as the State may impose: all of which Congress kept in view in the act of 1866.

See Revision, sections 1310 to 1314. Also sec. 1333

of Rev. and Special Laws of 8th General Assembly, ch. 37, sec. three, (3.)
Extra Session 5th General Assembly, ch. 1, sections 9 to 15, 4th Ab. Nl. Dig., p. 54, sec. 8.

No argument can be astute enough to make the Iowa act of 1862 inconsistent or in conflict with the act of Congress, (1866.) To permit railroads to take a compensation is not a permission to extort, nor a grant of immunity from punishment for crime or exemption from any penal statute. The State is still at liberty to impose conditions, even to the exclusion of foreign corporations—much more such indispensable conditions as those already provided.

THIRD.

This Court has often and very recently said, that it is not everything that affects commerce that amounts to a regulation of it within the meaning of the Constitution.

State Tax on Railway Gross Receipts, 15 Wall., 293.
Osborne *v.* Mobile, 16 Wall., —.

Whatever effect the Iowa legislation has or may have upon inter-state commerce, it is an effect wholly beneficial to and protective of those without and within the State who are interested and engaged in such commerce. It lays no tax and no burden of any sort upon persons without or within the State who employ the roads for commercial purposes, or upon their property or business. Its single and simple effect is to protect them *against* aggression and injury by these corporations. It requires nothing, it exacts nothing whatever of a burdensome nature, from the corporations themselves.

It imposes upon them no duty even, except that of behaving fairly, and honorably, and justly to all who are obliged to employ them in carrying on commerce with and within the State of Iowa.

Such legislation, even if considered to affect inter-state

commerce, cannot be repugnant to the commercial clause of the Constitution.

The plaintiff in error affirms its absolute independence of the State of Iowa—it declares itself above the laws that home railroad companies are bound to respect. It affects to consider it burdensome to post its classification and rates, while other railroads cheerfully perform that duty. Although a foreign corporation, and not entitled to exercise its franchises in the State of Iowa, except by reincorporation or some enabling act, it daily operates on an immense scale throughout the territory, and invokes the aid and protection of the laws of Iowa. Notwithstanding the munificent donations made to aid in its construction, and the duties that all common carriers owe to the public, it persistently avows its right to conduct its business in the dark, charge any amount of freight, and avoid every penalty. No such theory can be sound, and we adhere to the right of the State to protect its citizens from such lawlessness.

FOURTH.

The judgment should be affirmed with costs.

J. HUBLEY ASHTON,
N. WILSON,
Of Counsel for Defendant in Error.